

## SERVICES - 2. Sewage Disposal

### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ If served by a community sewage system, could the project create capacity problems at the treatment plant?

The project site is currently served by a sanitary sewer system, and effluent generated by the project would be treated at facilities operated by the Hyperion Treatment Plant. The Marina Maintenance Sewer District has a 0.97 mgd purchased capacity right at Hyperion Treatment Plant. ([http://planning.lacounty.gov/doc/plan/drp\\_pd\\_marinadelrev.pdf](http://planning.lacounty.gov/doc/plan/drp_pd_marinadelrev.pdf). Accessed November 1, 2008.)

The project would include an Option to Amend Lease Agreement for the project site. The proposed project would include the continued operation of residential uses along with boat-related activities. Under the proposed project, no additional residential units would be constructed. The number of boat slips would be reduced under the proposed project and existing sewage generation would be commensurately reduced. Project implementation is not anticipated to create capacity problems at the treatment plant. Currently wastewater from boats is not disposed into the sanitary sewer. Boat owners typically pump out sewage from boats using a third party service. The new marina would have mobile hose reels on each gangway that boat owners would use to hook up to their boats and pump their wastewater into the sanitary sewer. A Sewer Capacity Report was prepared by Fuscoe Engineering in June 2009 (the report is on file and available for review at Regional Planning, Impact Analysis). The report includes a current flow study and estimate of changes in peak flows as a result of the project (assuming two pumps to service the boats); the study indicates no potential for the project changes to significantly impact local sewers.

- b. ☐ ☒ ☐ Could the project create capacity problems in the sewer lines serving the project site?

See above. The project's proposed renovations would not result in additional residential units or new structures on the landside of the site. Currently, sewer lines are in place to serve existing uses on the project site. Project implementation is not anticipated to result in a substantial increase in the quantity of wastewater generated on the project site; the reduction in the number of boat slips would result in a commensurate reduction in overall sewage generation. No capacity problems in the sewer lines serving the project site are anticipated to result.

- c. ☐ ☒ ☐ Other factors? \_\_\_\_\_

### STANDARD CODE REQUIREMENTS

☐ Sanitary Sewers and Industrial Waste Ordinance No. 6130

☒ Plumbing Code Ordinance No. 2269

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **sewage disposal** facilities?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

### SERVICES - 3. Education

#### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project create capacity problems at the district level?  
The project site is served by the Los Angeles Unified School District (LAUSD). Nearby schools include Coeur d'Alene Elementary School, Marina del Rey Middle School, and Venice High School. The proposed project would include improvements to existing residential units, the replacement of boat slips and improvements to the existing public waterfront promenade, and would also include an Option to Amend Lease Agreement for the project site. No new residential units would be constructed and existing student enrollment from the site would not change.
- b. ☐ ☒ ☐ Could the project create capacity problems at individual schools which will serve the project site?  
As stated above nearby schools include Coeur d'Alene Elementary School, Marina del Rey Middle School, and Venice High School. The proposed project would include improvements to existing residential units, the replacement of boat slips and improvements to the existing public waterfront promenade. Existing student enrollment from the site would not change as no new residential units would be constructed.
- c. ☐ ☒ ☐ Could the project create student transportation problems?  
Proposed improvements to existing residential units and the public waterfront promenade and the replacement of the boat slips are not anticipated to create student transportation problems.
- d. ☐ ☒ ☐ Could the project create substantial library impacts due to increased population and demand?  
The proposed project would be served by the Los Angeles County Public Library system. Proposed improvements would include renovations to existing residential units and the public waterfront promenade and the replacement of boat slips, and would also include an Option to Amend Lease Agreement for the project site. Site population would not substantially change. The proposed improvements are not anticipated to create substantial library impacts due to increased population and demand since no additional residential units are proposed.
- e. ☐ ☒ ☐ Other factors? \_\_\_\_\_

#### ☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Site Dedication ☐ Government Code Section 65995 ☐ Library Facilities Mitigation Fee

#### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **educational** facilities/services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

#### SERVICES - 4. Fire/Sheriff Services

##### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project create staffing or response time problems at the fire station or sheriff's substation serving the project site?

The nearest fire station is County of Los Angeles Fire Station 110, located at 4433 Admiralty Way, approximately 1.43 miles from the project site. The proposed project would include renovation of existing residential units, replacement of boat slips and landscaping and light fixture improvements to the public waterfront promenade, and would also include an Option to Amend Lease Agreement for the project site. No new residential units would be constructed and no change in access to the site would occur. These proposed improvements would not create staffing or response time problems at Fire Station 110. Additionally, the proposed project would comply with all applicable County of Los Angeles Fire Department policies and regulations.

- b. ☐ ☒ ☐ Are there any special fire or law enforcement problems associated with the project or the general area?

The proposed project would include renovation of existing residential units, replacement of boat slips and landscaping and light fixture improvements to the public waterfront promenade. No changes to existing established uses would occur. Existing residential units would be renovated and no change in access to the site would occur.

- c. ☐ ☒ ☐ Other factors? \_\_\_\_\_

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Fire Mitigation Fees

##### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **fire/sheriff** services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## SERVICES - 5. Utilities/Other Services

### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Is the project site in an area known to have an inadequate public water supply to meet domestic needs or to have an inadequate ground water supply and proposes water wells?

The LA County Waterworks District #80 provides domestic water service to the project site. In its existing condition the site is occupied by multi-family residential uses that were constructed in the 1970's. The proposed renovations of existing multi-family residential units and the proposed renovation of the public waterfront promenade are not anticipated to substantially increase water demand. Proposed improvements would include energy efficient building materials such as high-performance glass and new energy efficient appliances and equipment including washers and dryers in residential units, low-flush toilets, and new low precipitation sprinkler heads for landscape irrigation. No new residential units would be constructed under the proposed project. Therefore, implementation of the proposed project would not result in an inadequate groundwater supply or impact to the public water supply.

- b. ☐ ☒ ☐ Is the project site in an area known to have an inadequate water supply and/or pressure to meet fire fighting needs?

The project applicant would consult and comply with all applicable Los Angeles County Fire Department fire flow requirements for the project. Fire flow requirements are not expected to change under the proposed project as compared to existing conditions. The proposed project would include the continued operation of existing residential uses and the boat-slip marina, and would also include an Option to Amend Lease Agreement for the project site. As previously mentioned, no new residential units would be constructed under the proposed project.

- c. ☐ ☒ ☐ Could the project create problems with providing utility services, such as electricity, gas, or propane?

Utilities such as electricity and natural gas currently serve the project site and surrounding area. The proposed project, which would consist of the continued operation of the existing residential uses and an Option to Amend Lease Agreement for the project site, would not be expected to create problems for providers or increase the demand on these existing utility services. Additionally, the proposed project would comply with any applicable ordinances which may be adopted by the County including those imposing applicable green building techniques, low impact development principles and drought tolerant landscaping. Specific energy-conserving features of the project have not been finalized at this time. The project would not result in an inefficient use of energy resources. Nonetheless, due to the renovations proposed for each unit and the proposed new dock slips, the project would require that the power company upsize the supply transformers to accommodate the updated project; such an increase in demand for power would be within the capability of the power provider and less than significant compared to surrounding capacity.

- d. ☐ ☒ ☐ Are there any other known service problem areas (e.g., solid waste)?

The project site is occupied by residential structures, a clubhouse, boat slips and associated parking. The apartment buildings and clubhouse were constructed in the 1970's. Under the proposed project, the apartment buildings and clubhouse would undergo renovation, but no additional residential units are proposed. The site is not

known to have any service problems. Services would continue under the proposed project and are not anticipated to undergo any problems or, with the exception of power, change in existing service demand. The project would require that the power company upsize the supply transformers to accommodate the project; such an increase in demand for power would be within the capability of the power provider and less than significant compared to surrounding capacity.

- e. ☐ ☒ ☐ Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services or facilities (e.g., fire protection, police protection, schools, parks, roads)?

The project would not increase the demand for fire and police protection, school facilities, recreational facilities, or other public services. The proposed renovations would not result in any new residential units.

- f. ☐ ☒ ☐ Other factors? \_\_\_\_\_

## STANDARD CODE REQUIREMENTS

- ☒ Plumbing Code Ordinance No. 2269 ☒ Water Code Ordinance No. 7834

## ☒ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

- ☐ Lot Size ☐ Project Design

During construction, materials requiring disposal will be recycled to the extent feasible (untreated wood, concrete, asphalt, metals, glass, drywall, paper and rubble are potentially recyclable); other materials will be disposed of at local landfills as appropriate.

During operation, a permanent full-service recycling program shall be implemented for residents and marina lessees that will include contracting for periodic onsite collection and physical improvements such as centralized receptacles to recycle paper, plastic, glass and metal waste products. The recycling program shall be fully maintained at all times by building management.

## CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **utilities/services**?

- ☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## OTHER FACTORS - 1. General

### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Will the project result in an inefficient use of energy resources?

*The proposed project would include the renovation of existing residential units and clubhouse, the replacement of boat slips and the renovation of the public waterfront promenade, and would also include an Option to Amend Lease Agreement for the project site. The proposed project would comply with any applicable ordinance, which may be adopted by the County. Specific energy-conserving features of the project have not been finalized at this time. The project is expected to use energy-efficient building materials such as high-performance glass and energy efficient equipment and appliances such as washers and dryers, low-flow toilets, low precipitation sprinkler system heads for landscape irrigation, and drought-tolerant plants. The project would be required to comply with Title 24 energy requirements and applicable Los Angeles County Building Code requirements. The project would not result in an inefficient use of energy resources.*

- b. ☐ ☒ ☐ Will the project result in a major change in the patterns, scale, or character of the general area or community?

*The proposed project would not introduce any new structures onto the landside of the site. The site is occupied with existing apartment buildings, a clubhouse, boat slips and associated parking. The project would include an Option to Amend Lease Agreement for the project site. The proposed project would also include renovations to the residential units and clubhouse, replacement of boat slips, and renovation of the public waterfront promenade, and would retain existing established uses on the site with no increase in density or change in character.*

- c. ☐ ☒ ☐ Will the project result in a significant reduction in the amount of agricultural land?

*The project site, which is currently developed with residential uses, a clubhouse, boat slips and associated parking is located in a developed area of Marina del Rey. Therefore, the proposed project would not result in a reduction in agricultural land.*

- d. ☐ ☒ ☐ Other factors? \_\_\_\_\_

### STANDARD CODE REQUIREMENTS

☒ State Administrative Code, Title 24, Part 5, T-20 (Energy Conservation)

### ☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot size

☐ Project Design

☐ Compatible Use

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to any of the above factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## OTHER FACTORS - 2. Environmental Safety

### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Are any hazardous materials used, transported, produced, handled, or stored on-site?

The site is occupied by apartment buildings and a clubhouse that were constructed in 1971. Hazardous materials handled or stored on the site include cleaning agents, paints, lubricants and other similar materials typically associated with residential uses. The marina portion of the site includes boat slips. Hazardous materials stored on this portion of the site include materials typically associated with boats (including house-boats, such as gasoline, cleaners, etc.). Demolition activities will disturb materials that could contain asbestos and lead based paints. The applicant will identify any such materials and remove and/or abate them in accordance with applicable regulations.

No other hazardous materials that would create a significant hazard to the public are used transported, produced, handled or stored on-site. Continued operation of residential uses and of the boat slips would not introduce new hazardous materials onto the site, nor would the proposed Option to Amend Lease Agreement for the project site.

- b. ☐ ☒ ☐ Are any pressurized tanks to be used or any hazardous wastes stored on-site?

Renovation and operation of the proposed residential uses do not require the extensive or ongoing use of materials or pressurized tanks that would create a significant hazard to the public. The occasional use and disposal of hazardous materials associated with residential uses include unused paint, aerosol cans, cleaning agents and automotive fluids. These materials are generally disposed of at non-hazardous Class II and III landfills (along with traditional solid waste). The marina component of the project site includes the boat slip area. The use of boat fuels would continue under the proposed project. Therefore, the impact of the project on the environment through the routine transport, use, or disposal of hazardous materials is less than significant, given that appropriate procedures and guidelines are followed during project construction and throughout project operation.

- c. ☐ ☒ ☐ Are any residential units, schools, or hospitals located within 500 feet and potentially adversely affected?

Residences are located within 500 feet of the project site. However, these uses would not be adversely affected by the project, which would utilize the same substances commonly used in households and for boat slips.

- d. ☐ ☒ ☐ Have there been previous uses that indicate residual soil toxicity of the site or is the site located within two miles downstream of a known groundwater contamination source within the same watershed?

The land portion of the project site is completely paved. Renovations to existing apartment buildings would occur with no substantial change in the footprint of the structures or associated soil disturbance. The footprint of the clubhouse would be reduced in size to accommodate a widened driveway, but alterations would be minimal and are not expected to have a significant impact. Given the existing use, which would continue under the proposed project, there is no indication that residual soil toxicity of the site exists.

- e. ☐ ☒ ☐ Would the project create a significant hazard to the public or the environment involving the accidental release of hazardous materials into the environment?

As stated above, the proposed project would include the continued operation of residential uses that have occupied the site since 1971. Construction activities shall comply with SCAQMD Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities. This rule



is intended to limit asbestos emissions from the demolition or renovation of structures and the associated disturbance of asbestos-containing materials (ACMs) generated or handled during these activities. The rule requires that SCAQMD be notified before demolition or renovation activity occurs. This notification includes a description of structures and methods utilized to determine the presence or absence of asbestos. All ACMs found on the project site shall be removed prior to demolition or renovation in accordance with the requirements of Rule 1403. Therefore, the project would not create a significant hazard to the public involving the accidental release of hazardous materials into the environment.

- f. ☐ ☒ ☐ Would the project emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  
The project site is not located within one-quarter mile of any existing or proposed school.
- g. ☐ ☒ ☐ Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or environment?  
The project site has been in residential use since 1971; the project site is not on a list of hazardous materials sites.
- h. ☐ ☒ ☐ Would the project result in a safety hazard for people in a project area located within an airport land use plan, within two miles of a public or public use airport, or within the vicinity of a private airstrip?  
The project site is not located within an airport land use plan, within two miles of a public or public use airport, or within the vicinity of a private airstrip. Los Angeles International Airport is located approximately 4 miles south of the site but the project is not in the airport's flight path.
- i. ☐ ☒ ☐ Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  
The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- j. ☐ ☒ ☐ Other factors? \_\_\_\_\_

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Toxic Clean up Plan

## CONCLUSION

Considering the above information, could the project have a significant impact relative to **public safety**?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

### OTHER FACTORS - 3. Land Use

#### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Can the project be found to be inconsistent with the plan designation(s) of the subject property?

According to the Marina del Rey Community Plan, the current land use designation for the Project Site is R-III, which allows apartments, single family and two-family residences. Specifically, the R-III designation includes medium density multiple family residential development. The project proposes improvements to existing residential units, the clubhouse and to the public waterfront promenade in addition to the replacement of existing boat slips, and would also include an Option to Amend Lease Agreement for the project site. No changes to these existing land uses are proposed. These improvements would be consistent with the plan designation.

- b. ☐ ☒ ☐ Can the project be found to be inconsistent with the zoning designation of the subject property?

The current zoning designation for the project site is SP (Specific Plan). The project proposes improvements to existing residential units, the clubhouse and to the public waterfront promenade in addition to the replacement of existing boat slips, and would also include an Option to Amend Lease Agreement for the project site. No changes to these existing land uses are proposed. These improvements would be consistent with the zoning designation for the project site

- c. ☐ ☒ ☐ Can the project be found to be inconsistent with the following land use criteria:

☐ ☒ ☐ Hillside Management Criteria?

The project site is not located within a Hillside Management Area. As such, no further analysis is required.

☐ ☒ ☐ SEA Conformance Criteria?

The project site is not located within a designated Significant Ecological Area.

☐ ☒ ☐ Other? \_\_\_\_\_

- d. ☐ ☒ ☐ Would the project physically divide an established community?

The project would include a series of improvements to existing uses (residential units, clubhouse and the public waterfront promenade) and the replacement of existing boat slips, and would also include an Option to Amend Lease Agreement for the project site. This would not divide an established community.

- e. ☐ ☒ ☐ Other factors? \_\_\_\_\_

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

#### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **land use** factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## OTHER FACTORS - 4. Population/Housing/Employment/Recreation

### SETTING/IMPACTS

Yes No Maybe

- a. ☐ ☒ ☐ Could the project cumulatively exceed official regional or local population projections?

Continued growth in population is predicted to occur throughout unincorporated portions of Los Angeles County. Further, the population in unincorporated areas of Los Angeles County is expected to increase by 16% between 2005 and 2014, or from 1,086,077 to 1,263,045. The proposed project would include renovations to the existing 205 apartment units; there would be no change in the number of units on the site. Currently, the site contains 230 boat slips (plus 11 end ties). Under the proposed project, there would be a reduction of 23 boat slips to 207 slips (plus 11 end ties). Implementation of the proposed project would not change regional or local population projections. The project would also include an Option to Amend Lease Agreement for the project site.

- b. ☐ ☒ ☐ Could the project induce substantial direct or indirect growth in an area (e.g., through projects in an undeveloped area or extension of major infrastructure)?

The project site is located in a developed area in Marina del Rey. The area surrounding the site is occupied by residential and commercial uses. The proposed project would include improvements to the existing apartment buildings and clubhouse located on the site in addition to the renovation of the public waterfront promenade and replacement of the boat slips. No new structures would be introduced onto the landside of the site. This is not anticipated to induce population growth in the surrounding area. No change in density or established uses would occur.

- c. ☐ ☒ ☐ Could the project displace existing housing, especially affordable housing?

The project site is currently developed with two apartment buildings, a clubhouse, and boat slips. The proposed project would include a series of improvements to the apartment buildings and clubhouse in addition to the renovation of the public waterfront promenade and replacement of the boat slips. This would not displace existing housing and would retain 205 existing units in the County's housing stock.

- d. ☐ ☒ ☐ Could the project result in a substantial job/housing imbalance or substantial increase in Vehicle Miles Traveled (VMT)?

The project site is located in a developed area in Marina del Rey. Surrounding uses include residential and commercial uses in addition to the Marina. The project would not introduce any new structures onto the landside of the site. The proposed project would include renovations to the existing apartment buildings and clubhouse located on the site and to the public waterfront promenade in addition to the replacement of boat slips, and would also include an Option to Amend Lease Agreement for the project site. Currently, the site contains 230 boat slips (plus 11 end ties). Under the proposed project, there would be a reduction of 23 boat slips to 207 slips (plus 11 end ties). The proposed project would not change the existing job/housing balance and could actually decrease total VMT as a result of the reduction in boat slips.

- e. ☐ ☒ ☐ Could the project require new or expanded recreational facilities for future residents?

The project site currently contains a two-story clubhouse with attached penthouse and pool. The clubhouse and pool would undergo renovations as part of the proposed project and the existing waterfront promenade would be improved. No new structures would be

introduced onto the landside of the site under the proposed project. Implementation of the proposed project would not require new or expanded recreational facilities for future residents.

- f. ☐ ☒ ☐ Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The project is not expected to permanently displace existing housing or residents. As such, the project would not result in the displacement of residents such that new replacement housing would need to be constructed. Apartments and boat slips would be renovated in three phases, as each phase is implemented the applicant would to the extent possible offer replacement units/boat slips to current residents/occupants.

- g. ☐ ☒ ☐ Other factors? \_\_\_\_\_

☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **population, housing, employment, or recreational** factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## MANDATORY FINDINGS OF SIGNIFICANCE

Based on this Initial Study, the following findings are made:

Yes No Maybe

- a. ☐ ☒ ☐ Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

The project site, which is located within an urbanized area, does not contain habitat for any known sensitive species. While the project does involve renovation activities in the waters of the marina, which would temporarily increase turbidity during construction, a biotic survey indicates that, with mitigation, there is no potential for impacts to sensitive species. Two apartment buildings, a clubhouse, boat slips, a public waterfront promenade and associated parking currently occupy the site. The project involves the renovation or replacement of these uses, and would also include an Option to Amend Lease Agreement for the project site. Therefore, the project would not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. Additionally, no important examples of the major periods of California history or prehistory would be eliminated. A biota study was prepared for the project and is on file at Regional Planning, Environmental Review Section.

- b. ☐ ☒ ☐ Does the project have possible environmental effects which are individually limited but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The project would result in construction noise impacts that would be short-lived and mitigated; cumulative construction noise impacts are not anticipated. Operational impacts would be the same or less than today.

- c. ☐ ☒ ☐ Will the environmental effects of the project cause substantial adverse effects on human beings, either directly or indirectly?

The proposed project would include the renovation of existing residential units, the clubhouse and of the public waterfront promenade, and would also include an Option to Amend Lease Agreement for the project site. Existing boat slips would be replaced. No new structures would be introduced onto the landside of the site. No substantial ground-breaking activities would occur on the site. Construction noise from pile driving would be mitigated (by 20 bBA) and of very short duration. Implementation of the proposed project is not anticipated to cause substantial adverse effects on human beings, either directly or indirectly.

## CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the environment?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

**BAY CLUB MARINA  
Bay Club Landside Renovation Project  
Marina Reconstruction  
Option to Amend Lease Agreement**

**Project Description**

**Introduction**

NF Marina, LP ("Marina LP") proposes the renovation of 205 existing apartment units (no change in number of units), replacement of boat slips and improvements to the adjacent public waterfront promenade. The project site currently contains two linear, three-story (including at-grade open air parking) apartment buildings, a two-story clubhouse with attached penthouse and pool located between the two apartment buildings and 230 boat slips (plus 11 end ties).

The project site is owned by the County of Los Angeles. Marina LP leases the property from the County, and the landside and waterside improvements are owned and operated by Marina LP. As part of the project, Marina LP seeks an Option to Amend Lease Agreement with the County for the project site.

The landside component of the project includes renovation of the existing apartment buildings without increasing the number of dwelling units. Each apartment unit will be updated and improved. The living space of each unit will be expanded by recapturing inefficiencies, including areas such as laundry rooms, under-utilized storage rooms and dog washing facilities. Additional living area will also be added by enclosing a portion of the existing balconies. All kitchens and bathrooms will be fully modernized, and each unit will receive washer and dryer units. In addition, all exterior doors and windows will be replaced. The exterior of the buildings will also receive a complete cosmetic upgrade. All doors and windows will be replaced, as will the stained wood balcony rails.

The two-story clubhouse with attached penthouse and the pool will also be renovated. The small western wing of the clubhouse will be rebuilt on a narrower footprint to enable the driveway from Tahiti Way to the leasing office/guest parking to be widened from one-way to two-way. The second floor will include a large common area multi-purpose room with a terrace facing the Marina. The pool and pool deck will be redesigned and receive new landscaping. The second floor penthouse will be renovated and will also be evaluated to determine if it can be modified from a two to a three-bedroom unit (the only unit gaining an additional bedroom).

The marina-side component of the project includes replacing the existing boat slips with brand new slips. The dock improvements will result in a reduction in the total number of slips from 230 slips (plus 11 end ties) to 207 slips (plus 11 end ties) due to changes in applicable design standards and Americans with Disabilities Act ("ADA") requirements. In addition, Marina LP intends to renovate the existing public waterfront promenade.

**Project Location and Surrounding Uses**

Parcel 8T (the "Site") is located on the western side of Marina del Rey and contains approximately 11.5 acres, with 199,450 square feet of land area and 302,100 square feet of water area. The Site is

located east of Via Marina and west of Admiralty Way, and is bordered on the north by Marina del Rey's Basin B and on the south by Tahiti Way. To the west is parcel 9U, the site of a proposed new park and adjacent hotel (proposed by Woodfin). Across Basin B on parcel FF is the proposed Legacy project. We understand the County is currently working to process the proposed Woodfin and Legacy approvals, which, together with the Site's renovation will result in the improvement of almost all of Basin B.

### **Existing Improvements**

The Site is currently improved with two linear, three-story apartment buildings constructed over an open-air at-grade parking garage, and a 230 boat slip (plus 11 end ties) marina [See Exhibit A: A1-A3]. The total size of the Site is approximately 501,550 square feet; 199,450 square feet of land and 302,100 square feet of water. The three existing structures cover 85,640 square feet, or about 43% of the land area and 17.1% of the entire Site. Paving (primarily consisting of the promenade) covers an additional 71,350 square feet, hardscape (the parking asphalt) covers 21,500 square feet and landscaping covers 20,960 square feet. Constructed in 1971, the apartment buildings currently contain 205 residential units (102 in each of the two apartment buildings, and one penthouse apartment above the clubhouse), totaling approximately 165,000 square feet of rentable space (156 one-bedroom units, 48 two-bedroom units and one two-bedroom penthouse unit). A central two-story clubhouse building is located between the two residential structures. The lower level of the clubhouse contains the management and leasing offices and a separate office for the dockmaster. Also on the ground floor is the residents' fitness center and lounge room. Restrooms with lockers, shower facilities and men's and women's saunas are located near the outdoor pool and spa on the marina side of the clubhouse building. A 2,000 square-foot penthouse unit is located on the second floor of this structure. The current buildings are constructed of a heavily textured plaster, with stained wood picket balcony rails and clay tile mansard. The existing landscape of the building perimeter is a mix of water-loving plants that were popular at the time: split leaf philodendron (*Philodendron selloum*), ivy, shrubs and turf.

The marina promenade also dates from the 1970's. From curb face to seawall the promenade is 13'-5" wide, with perpendicular parking stalls running along the basin's length. The promenade currently consists of a standard grey concrete walking surface and chain link fencing at the seawall; all original installations from the early 1970's.

The existing boat docks were built in 1969 and contain 230 existing slips and 11 end ties. The current docks are primarily comprised of fiberglass/wood composite system. The floats supporting the docks are hollow fiberglass with ports built into the deck that allows for pumping water that infiltrates into the pontoons. Due to deterioration of this fiberglass dock system and the historical repairs and maintenance required, approximately 30% of the original fiberglass dock system has been replaced with wood dock systems, comprised of a wood frame with a plywood deck and plastic foam-filled floats. The existing docks do not meet current ADA or California Department of Boating & Waterways ("DBAW") standards.

### **The Project**

Marina LP proposes to renovate all three existing buildings, including the apartment unit interiors, building facades, the clubhouse, interior and exterior common areas, landscaping, and hardscape. Marina LP also proposes to resurface the existing promenade, providing a more contemporary and aesthetically pleasing marina walkway. In addition, Marina LP intends to replace all of the existing boat docks with new, state-of-the-art concrete docks to be built to MDR Design Criteria and



specifications, and in conformance with modern marina standards. The total estimated cost for the project is approximately \$25 million.

To minimize the impact of the renovations on the existing residents, boat owners and surrounding marina, the project's building exterior, apartment interiors and marina will be renovated simultaneously in three phases. The building exterior phasing will match the interior phasing. During each phase, the apartment units and boat slips not under construction will be operating and available for occupancy. It is anticipated that it will take approximately 21 months to renovate all of the apartment units, common areas, building exterior and to replace the existing boat slips.

The key elements of the improvements are as follows.

### **Building and Landside Architectural Improvements**

#### **Apartment Building Interiors**

Without increasing the number of dwelling units, each apartment unit will be dramatically improved and updated [See Exhibit A: A4-A5(d)]. The one-bedroom units, currently either 728 square feet or 755 square feet, will be enlarged to 792 square feet and up to 1,005 square feet respectively by reconfiguring the existing balcony space and underutilized common areas. The two-bedroom units, currently 1,006 square feet, will be enlarged to either 1,156 square feet or 1,260 square feet, also by reconfiguring balcony space and common areas. As a result, the rentable square footage of each apartment building will increase to 92,978 square feet per building from 82,286. Marina LP will completely redesign the kitchens, adding islands, new counter tops, cabinets, fixtures, appliances and floor covering. Stacked washers and dryers will also be added to all units. Marina LP will install all new plumbing fixtures, counter tops, medicine cabinets and mirrors in the bathrooms. In addition, the common areas will all undergo extensive refurbishment and reorganization.

Marina LP plans to enlarge the units by transforming areas such as laundry rooms, under-utilized storage rooms and dog washing facilities into livable space. Marina LP will also add living space by enclosing a portion of the existing balconies, taking better advantage of the existing building footprint. In the current configuration, balconies extend across the entire width of each unit. To take advantage of this often under-utilized outdoor space, a portion of the exterior balcony will be enclosed to create additional internal living area for existing units, while retaining enough external balcony space to enable each resident to take full advantage of the marina views. The enclosure of a portion of the balcony will result in each one-bedroom unit gaining an alcove off of the bedroom and each two-bedroom unit gaining an alcove off of both the bedroom and the living room. Due to the enclosures, the average one-bedroom unit balcony will be reduced from 5'6" x 20' (110 square feet) to 5'6" x 11' (60.5 square feet), and the average two-bedroom unit balcony will be reduced from 5'6" x 26'6" (145.75 square feet) to 5'6" x 7' (38.5 square feet). The units on the marina-side lower level have balconies that are deeper than the other units (14'6" vs. 5'6"), with balcony sizes ranging from 282.75 square feet to 529.25 square feet. The enclosures for these units will create L-shaped balconies with sizes ranging from 215 square feet to 387.75 square feet [See Exhibit A: A5(c)]. [See "Apartment Building Exteriors" below for additional balcony description]. In addition, space will also be captured in the units flanking the elevator lobbies by allocating the common area laundry rooms and the under-utilized storage space on each floor into the adjacent units.

As part of the interior renovation of each unit, all sliding doors and windows will be replaced with double paned low E, vinyl covered windows and doors. (Window Manufacturer to be Milgard or equal) and all windows and sliding glass doors will receive new window coverings in the form of

mini blinds (window) or vertical blinds (sliding glass doors).

#### Apartment Building Exteriors

The exterior of the buildings will be completely revitalized and refreshed [See Exhibit A: A6-A10]. The project's exterior image will be changed from the 1970's wood, stucco and red tile to a contemporary building exterior that will provide a more exciting look.

Both buildings will be entirely re-roofed, with the existing red clay tile mansard roof material being removed and a parapet being added to complement the new building exterior. The parapet will be the same color as the frame of the new building. The existing mansard height is 37'6" from the Tahiti Way-side (41'4" from the marina-side) and the existing high point of the buildings (located above each building entryway) is 43'10" from the Tahiti Way-side (47'8" from the marina-side).<sup>1</sup> The new parapet will remain at 37'6" from the Tahiti Way-side (41'4" from the marina-side). At the four first floor lobbies off Tahiti Way, the two flanking vertical projections will be re-designed in keeping with the new contemporary exterior to provide a more open and inviting entry to the buildings. To add visual interest, at each lobby entrance, one of the two vertical projections will be eliminated, leaving only one vertical projection which will remain at the current height of 43'10" from the Tahiti Way-side (47'8" from the marina-side). All the existing heavily textured plaster material will be sandblasted and a new smooth sand finished stucco, manufactured by Merlex, will be applied. The new surface will consist of colors mixed into and integral to the stucco compound, as well as portions of painted stucco; colors to be provided by Dunn Edwards. The frame of each building will be sea grass (DEC775) and bungalow taupe (DE6172) with the balconies and alcoves projecting out of this frame in contrasting colors of oak harbor (DE6179), courtyard green (DEC776) and burnt almond (DE5258). Each lobby entrance off Tahiti Way will be further differentiated with the use of bolder primary colors. Aluminum reglets (horizontal recessed joints fixed to the exterior wall within the stucco surface and used to provide moisture protection) will extend horizontally at the first, second and third floor lines. The color of the reglets will be the same color as the surrounding stucco.

The long continuous wood balcony rails will be removed and a portion of each existing balcony will be enclosed and utilized as additional living space within the apartment units. A new wall with inset windows will be erected at the exterior edge of the existing balconies to create a new alcove within the bedroom and/or living areas. [See Exhibit A: A6]. The existing sliding glass doors and windows at the balconies will be replaced with new windows and sliders using dual glaze Low E (high thermal performance) glass. The window frames will be aluminum and will be a light champagne color. On the portion of the remaining balcony, all wood balcony rails and wood trim will be removed, and the existing balcony material will be removed. A new balcony rail system comprised of aluminum railings with an appropriate baked on finish and white glass inserts will be installed. The wood fascia board will be replaced with a fiber cement fascia in a granite color. The side walls of the balconies will be further framed by simulated wood cementitious siding ("Hardiplank" with "Superdeck" semitransparent coating). The existing balcony surface will be replaced with a new two-part epoxy non-skid waterproof surfacing material (Dex-O-Tex/Merkote (or equal)).

#### Clubhouse

The two-story clubhouse with attached penthouse and the pool will also be completely renovated to benefit both the apartment residents, as well as the boat slip lessees [See Exhibit A: A7-A8].

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<sup>1</sup> The dimensions listed in this letter are based on the as-built drawings, as opposed to field measurements.

To improve the view corridor from Tahiti Way to the marina, as well as access to the building's parking, a portion of the existing west wing of the clubhouse will be partially demolished to enable the narrow 12' wide existing driveway from Tahiti Way to the promenade to be widened to a 20' wide two-way driveway with landscaping on both sides. As a result, the width of the existing view corridor will also be increased from 20' to 32'. To enable the view corridor and driveway to be widened, the width of the clubhouse will be reduced from 46' to 40', and the overall footprint of the clubhouse will be reduced from 4,980 square feet to 3,930 square feet.

The existing one-story wing will be renovated to include an entry lobby, leasing office, Apartment Manager and Dock Master office (all of which will be located on the ground floor). The existing clubhouse wing which will remain, will house an enlarged fitness center facing the pool and marina, men's and women's bathrooms, and unisex sauna. The second floor of the existing clubhouse wing will be accessed by an elevator and will contain a resident's lounge and multi-purpose room, together with a roof terrace with a fire pit overlooking the marina. The second floor recreation deck (roof terrace) will receive glass handrails and will include a new traffic bearing surface comprised of tile (or equal). The existing 2<sup>nd</sup> story penthouse will be evaluated to determine if it can feasibly be converted from a large two-bedroom unit to a three-bedroom unit. The unit will be upgraded to the specifications of the balance of the Bay Club Apartments.

To correspond with the exterior improvements to the apartment buildings, the exterior elements of the clubhouse will also be dramatically improved. The existing tile mansard roof will be replaced with a new parapet installed to complement the frame of the new clubhouse. The height of the two-story element of the clubhouse will not be changed and will remain at 27'3" from the Tahiti Way-side (31'1" from the marina-side). The height of the one-story element with roof terrace that extends to the marina-side of the project will also remain unchanged at 14' from the Tahiti Way-side (17'10" from the marina-side). Glass windows and aluminum and tinted green glass balcony rails will be incorporated into the clubhouse building design, providing a more contemporary and exciting exterior elevation more fitting for the current marina. The basic frame exterior of the clubhouse will consist of stucco with integral color of burnt almond (DE5258). Stone tile (Daltile – City View CY05) will be applied to the main entrance off Tahiti Way to add additional visual appeal [See Exhibit A: A10].

#### Promenade

The promenade improvement plan is presented as a conceptual plan only. The conceptual plans for the waterfront pedestrian promenade will meet all necessary fire department access requirements and will also be a pedestrian-friendly space with paving treatments, landscape pockets and seating areas for enhanced marina views [See Exhibit A: L2]. The promenade walkway will be resurfaced with colored interlocking paving bands. The fencing at the sea wall will be replaced with decorative metal fencing designed to provide an exciting, creative outdoor space for residents and the public. New security gate enclosures will also be provided for the dock gangway entrances. The promenade surface will also receive new pedestrian light bollards providing downward focused lighting, as well as new metal benches and trash receptacles.

Thematic lighting along the promenade will personalize the area and tie it to the overall design concept of the project [See Exhibit A: L2 and Exhibit B]. Pedestrian scaled lighting fixtures with integral cut-off shields will reduce glare. The existing pedestrian light standards will be replaced with new down-lighting standards.

#### Hardscape and Parking

To add to the revitalized image of the project, all hardscape will be upgraded. The existing surface material of the widened driveway from Tahiti Way to the promenade will be replaced with a new stamped concrete surface and a smooth concrete edge band will be installed. In addition, all existing asphalt will have a new slurry coating and the parking lot will be re-stripped to provide the required on-site parking for the apartments and slips. Due to the reduction in the number of slips, by converting a number of the existing full size boat slip parking spaces to compact spaces, Marina LP will be able to increase the ratio of parking spaces to boat slips from 0.67 to 0.75 to comply with current Los Angeles County Code and Marina del Rey Land Use Plan requirements without increasing the number of available parking spaces. The number and size of parking spaces for the apartments will not change since no increase in the number of units is proposed.

### **PARKING RATIOS**

#### **Current**

	<b><u>Number of Units</u></b>	<b><u>Parking Spaces</u></b>	<b><u>Ratio</u></b>
<u>Apt.</u>	205	315	1.5
<u>Boat Slips</u> <sup>1</sup>	252	169	0.67
<b>Total</b>		<b>484</b>	

#### **Proposed**

	<b><u>Number of Units</u></b>	<b><u>Parking Spaces</u></b>	<b><u>Ratio</u></b>
<u>Apt.</u>	205	315	1.5
<u>Boat Slips</u> <sup>2,3</sup>	229	172	0.75
<b>Total</b>		<b>487</b>	

<sup>1</sup> 230 slips (plus 11 end ties allowing for 2 boats each)

<sup>2</sup> 207 slips (plus 11 end ties allowing for 2 boats each)

<sup>3</sup> Additional compact spaces will be created to increase boat slip parking, resulting in 68 compact spaces and 104 full size spaces (thus 39% of the 172 boats slip parking spaces will be compact spaces)

### **Circulation**

The Site is accessed by two driveways off of Tahiti Way. The main access is located between the two residential buildings at the approximate mid-point of the Site. Another access is located just east of the adjacent parcel 9U. The main access driveway is proposed to be widened from a one to two lanes.

### **Marina Boat Slip Improvements**

Marina LP intends to completely replace the existing slips with a brand new state-of-the-art modern concrete dock, that meets modern marina standards and that is compliant with ADA and DBAW standards [See Exhibit C]. To address recent public and Coastal Commission concerns regarding marina small boat slip availability, Marina LP has developed a boat slip configuration that consists of 207 slips and 11 end ties, minimizing, to the extent possible, the loss of boat slips for the marina. This configuration allows Marina LP to retain as many small slips as possible while still complying with modern ADA and DBAW standards. The new configuration is designed to retain the approximate existing boat slip size mix design ratios, and will actually increase the number of slips <25' in length and decrease the number of slips > 40' in length.

#### **EXISTING VS. PROPOSED SLIP CONFIGURATION**

<b><u>Slip Length</u></b>	<b><u>Existing Total</u></b>	<b><u>Proposed Total</u></b>
20	0	0
22	0	1
24	0	4
25	0	8
26	0	0
28	14	4
29	0	4
30	64	40
32	0	1
33	21	16
34	1	1
35	76	66
36	0	1
38	6	19
40	33	19
42	7	13
44	1	1
45	0	1
46	7	7
48	0	0
52	0	0
54	0	0
56	0	0
60	0	1
62	0	0
64	0	0
66	0	0
70	0	0
<b><u>Total</u></b>	<b><u>2302</u></b>	<b><u>207<sup>1</sup></u></b>

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<sup>2</sup> Totals exclude 11 end tie slips.

<u>Avg.</u> <u>Length</u>	34.38	34.71
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#### Planned Change in Slip Numbers

Slip Size (Linear Ft)	≤ 25'		≤ 30'	32' – 38'	40+'
<b>Current Layout</b>	0		78	104	48
<b>Proposed Layout</b>	13		61	104	42
<i>Change</i>	13		(17)	0	(6)

#### Planned Change in Slip Ratios

Slip Size (Linear Ft)	≤ 25'		≤ 30'	32' – 38'	40+'
<b>Current Layout</b>	0.0%		33.9%	45.2%	20.9%
<b>Proposed Layout</b>	6.3%		29.5%	50.2%	20.3%

The new marina anchorage will be redeveloped with commercially available, pre-manufactured concrete dock systems. This new construction will provide for a clean, modern appearance that requires minimal maintenance. The walkways will be constructed of concrete with a light broom non-skid finish. The stringers framing the walkways will be made of 3" by 8" rough sawn wood or glu-laminated beams, depending on structural calculations, on either side of the concrete docks. The ramps will be designed utilizing aluminum trusses. Newly installed guide piles will be pre-stressed concrete. The dock will not be painted and will retain the natural color of its various building materials. All timber used for the marina will utilize pressure-treated preservatives to extend timber useful life and will meet all State and Federal requirements.

The new dock system will utilize a combination of traditional dock boxes with power centers (30 amp & 50 amp) mounted in the front dock box recess area for all standard boat slips, and the use of pedestal-style power centers along end ties of the marina, where higher levels of power are required due to the variety of boats that may berth to these end ties; i.e., 100 amp power. Lighting is provided in both styles of dock box. Low level florescent lamps (7 to 9 watts) are normally used for localized safety lighting for the main dock walkways.

Based on County requirements, the fire and domestic water piping systems will be separated. Fire water pressure shall be provided meeting Fire Department requirements.

The new marina will also incorporate in its design a sewage pump-out system/stations at each dock which will connect directly into the sanitary sewer. The sewage pump-out system is composed of a pump (peristaltic or vacuum system), hydrants located at or near each slip (i.e. one hydrant per two to four boats) allowing for in-slip pump-out convenience, internal piping system located in the docks

connecting the hydrants to the sewage pumps, and portable hose reels on carts that can move around the marina as needed for the direct connection between the hydrant and the sewage pump-out valve located each boat. It is envisioned that two portable pump-out carts will be strategically located within the marina for use by all boaters. These pump-out carts are normally stored at the base of gangways, for the boaters' convenience, but could be stored in landside storage areas. Locating these carts on the docks promotes their use, which is the State's primary desire. Based on a marina of this size, no more than 3 pumps are required to serve the dock system, but based on marina geometry, more pumps may be installed to limit landside space constraints and inter-connecting piping systems. In addition, several sewage manholes will be installed in the access road. Trenching in the roadway will be required to run piping from the top of gangway locations to the new manholes, and then to the County sewage pipeline underground. Sewage is pumped under pressure to the new manholes in the roadway, with sewage then flowing via gravity into the existing sewage system header managed by County Public Works.

A consolidated panel or cabinet will be provided where all utilities, with the possible exception of the sewage piping system, can be housed. This panel would be located within the guard railing system, alongside the gangway entrances. The panel will also be used to mount the various required signs. It is intended that the panels or cabinet would be pre-finished steel, aluminum or stainless steel sheet metal, with color to match to-be-designed railings. It is believed that this panel system is an aesthetic enhancement to the marina, since the County does not allow developers to core holes thru the seawall to service the related dock systems, and up to six utility lines must be routed to each gangway, which can be unsightly if required to run up and over the tops of the seawall, at each gangway. Due potential Los Angeles County Code requirements, the sewage piping system may need to be separated from the water system and therefore may not be allowed to run within this same cabinet. Examples of this installation can be viewed at Marina Harbor.

### **Landscaping**

The landscape design concept is intended to transform the existing plant palette to a new contemporary and more sustainable water-conserving design [See Exhibit A: L1-L3]. An emphasis will be placed on native and Mediterranean, drought-tolerant plantings that will both serve the practical purpose of providing cover and shade to building residents and promenade pedestrians, as well as adding to the revitalized architectural design of the overall project. To ensure that the new plantings are properly maintained without the waste of valuable water resources, an unobtrusive, automatic-low-precipitation irrigation system will be installed.

On the promenade, shade trees, such as native Catalina Ironwood (*Lyonothamnus floribundus*) and Brisbane Box Tree (*Tristania conferta*) in tree wells, will be located adjacent to the renovated promenade to provide shade for pedestrians and benches. The existing King Palms (*Archontophoenix c.*) and Queen Palms (*Syagrus romanzoffiana*) will be relocated into the new promenade.

Most of the existing landscaping is concentrated along the Tahiti Way front setback. Since the under-story planting is a sparse and dated mix of water-loving plants, this landscape will be replaced with a new water-efficient landscape. This plant pallet will consist mainly of low-water/drought tolerant Mediterranean plants. New layered screen planting and low groundcover will replace the existing grass and ivy, providing for additional visual coverage for the at-grade parking. The existing Mexican Fan Palms (*Washingtonia robusta*) and the umbrella tree (*Schefflera*

*actinophylla*) will be saved, as they are a prominent part of the streetscape.

### **Signage**

Marina LP will install all new custom property identification signage utilizing focused accent lighting. Additionally, a new finder graphics package is to be installed throughout the property for better identification and access for residents, emergency crews and on-site guests.

### **Lighting**

Landscape and area lighting on the property will be replaced to better enhance the new building exteriors and create better-lit paths for ingress and egress [See Exhibit A: L2 and Exhibit B]. Care has been taken to select lighting that is either directed downward or highly-focused accent up-lighting in order to reduce excess glare and up-lit surfaces.

The primary illumination along the promenade will be provided by light standards spaced out 27 feet on center. The light source will be shielded to illuminate the promenade and to keep excess light from the boat slips, apartments and waterway. Secondary light fixture bollards that project light downwards will be located at the gangway gates. These bollards will be approximately 4 feet tall and will provide pathway illumination.

Foot-level lighting will be installed along each gangway to provide for enhanced walking path safety. LED lighting bulbs will be used in the lighting pedestals installed on the docks, providing for more environmentally friendly, low-energy light fixtures that give off a more pure light. Each dock-box with power center will be fitted with 7 watt fluorescent lamps. As previously mentioned, this lighting will be directed downward to the path itself to reduce or eliminate glare or lighting of the Marina waterway.

### **List of Required Actions**

- Conceptual Design Review – Marina del Rey Design Control Board
- Environmental Clearance – Board of Supervisors/ Department of Regional Planning
- Option to Amend Lease Agreement – Board of Supervisors
- Site Plan Review, Marina Approval in Concept – Department of Regional Planning
- Marina Coastal Development Permit – California Coastal Commission





*To enrich lives through effective and caring service*



**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

# **Responses to Comments and Corrections**

**Mitigated Negative Declaration  
Bay Club Marina  
14105 and 14035 West Tahiti Way, Marina del Rey  
Lease Parcel 8T/Lease No. 4985  
Project No. R2008-01776  
Environmental Review No. RENV T200800101**

## **Responses to Comments**

### **Introduction**

This Responses to Comments document has been prepared to respond to written public comments received during the public comment period on the Mitigated Negative Declaration (“MND”) for the proposed Bay Club Marina project, which includes an Option to Amend Lease Agreement with the County of Los Angeles, site plan review for landside renovation, and approval in concept for the marina reconstruction (the “Project”).

The MND was subject to a 30 day public review period in accordance with the California Environmental Quality Act (“CEQA”) Guidelines Section 15073. The MND was circulated twice. The first circulation was from August 12, 2009 to September 11, 2009 to the following government agencies:

- California Coastal Commission
- California Department of Fish and Game
- County of Los Angeles Fire Department
- City of Los Angeles Planning Department
- County of Los Angeles Department of Public Works
- County of Los Angeles Sheriff Department
- State Clearinghouse
- Army Corps of Engineers
- County of Los Angeles Department of Beaches and Harbors
- Los Angeles County Department of Public Health

The second review period ran from October 8, 2009 to November 9, 2009. Distribution of the MND and the Notice of Intent to Adopt a Mitigated Negative Declaration (“Notice”) was again distributed to the government agencies listed above as well as to the Los Angeles County Board of Supervisors. Distribution of the Notice was made to the Los Angeles County Registrar-Recorder/County Clerk for posting on October 8, 2009. Distribution of the Notice was made via U.S. Mail and email to interested parties. The Notice was posted on site on October 8, 2009. The Notice was posted off site at the Department of Beaches and Harbors Administration Building, 13837 Fiji Way, Marina del Rey, 90292; Burton Chase Park, 13650 Mindanao Way, Marina del Rey; Lloyd-Taber Marina del Rey Library, 4533 Admiralty Way, Marina del Rey, 90292; and MdR Visitors and Information Center, 4701 Admiralty Way, Marina del Rey, on October 8, 2009. The Notice was published in the Argonaut, a newspaper of general circulation, on October 8, 2009. Copies of the MND, Initial Study, Mitigation Monitoring Program, and Mitigation Measures Contract were also made available for public review at the Department of Beaches and Harbors Administration Building, 13837 Fiji Way, Marina del Rey, 90292; the Department of Regional Planning, Hall of Records, Room 1348, 320 West Temple Street, Los Angeles, 90012; Department of Beaches and Harbors Administration Building, 13837 Fiji Way, Marina del Rey, 90292; and the Lloyd-Taber Marina del Rey Library, 4533 Admiralty Way, Marina del Rey 90292.

CEQA Guidelines Section 15204(b) provides that in reviewing negative declarations, persons and public agencies should focus on the proposed findings that the project will not have a significant effect on the environment. If persons and public agencies believe that the project may have a significant effect, they should (1) identify the specific effect; (2) explain why they believe the effect would occur; and (3) explain why they believe the effect would be significant.

CEQA Guidelines Section 15204(c) further advises: "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments." Pursuant to CEQA Guidelines Section 15064, an effect shall not be considered significant in the absence of substantial evidence. Section 15204(d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility."

Section 15024(e) states: "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or the lead agency to reject comments not focused as recommended by this section."

The County of Los Angeles Department of Regional Planning received four comment letters on the MND. CEQA Section 21091(d)(1) requires the County, as Lead Agency, to consider any comments on the MND that are received within the public comment period. Therefore, the comment letters received during the public review period are included in their entirety in this document. Each letter is followed by responses corresponding to comments submitted in the letter. Responses are provided for all comments submitted. No new significant environmental impacts are raised by the submitted comment letters.

## **Comment Letters and Responses**

This section provides copies of all comment letters received during the public review period for the MND. Each letter is included in its entirety for the subject MND, followed by responses that correspond to the comments submitted in the letter.

<b>Comment Letter</b>	<b>Commentor</b>	<b>Letter Date</b>
1	Loni Adams, Department of Fish and Game	October 19, 2009
2	Daniel Gottlieb	October 12, 2009
3	Nancy Vernon Marino, We ARE Marina del Rey	October 8, 2009
4	David Barish, We ARE Marina del Rey	November 9, 2009

Letter 1

-----Original Message-----

From: Loni Adams [<mailto:LAdams@dfg.ca.gov>]

Sent: Monday, October 19, 2009 2:58 PM

To: Curzi, Anthony

Subject: MND for Bay Club Marine Parcel 8T (Marina Boat Slipimprovements)

Dear Mr. Curzi:

Concerning the subject proposed project to completely replace the existing slips with a new concrete dock that meets all local, state and federal requirements. According to the Mitigated Negative Declaration (MND) that I received, the marina portion of the project would use the existing boat slip size mix design ratios. The MND also indicates that the number of boat slips would decrease, but the size of slips would increase. The MND does not indicate the total square footage of increase or decrease of over water coverage and no indication of shading impacts to biological resources in the proposed project foot print.

The Department of Fish and Game (Department) marine region staff has reviewed your MND and is requesting that you estimate and send to us the total area of additional (increased) over water bay marina coverage, if any, or the area of decrease in square feet. In the case that there is additional area of over water bay coverage (shading impacts) proposed, then I request that you further analyze all potential impacts to biological resources that may be affected along with best available minimization, mitigation and conservation measures for this type of impact. Consultation with the natural resources agencies may be needed.

1-1

The Department requests that you send additional impact analysis, if necessary, and all future biological surveys or monitoring reports conducted before, during and after construction of your proposed project.

If you have any questions, feel free to call me to discuss.

Sincerely,

Loni Adams  
Environmental Scientist  
Department of Fish and Game  
Marine Region  
4949 Viewridge Ave.  
San Diego, CA 92123

Office: 858-627-3985  
Cell: 858-750-8803  
Fax: 858-467-4299

## **Response to Comment Letter 1: California Department of Fish and Game**

- 1-1** Thank you for your comment. The MND was circulated twice to the California Department of Fish and Game; the first circulation was from August 12, 2009 to September 11, 2009, and the second circulation was from October 8, 2009 to November 9, 2009. No comments were received from the Department of Fish and Game during the first review period.

The reconstruction and reconfiguration of the existing marina would increase the dock surface area by 2,010 square feet from 53,202 square feet currently to 55,212 square feet at buildout. The additional shaded area is solely due to compliance with the Americans with Disabilities Act. Attachment 1 to this Responses to Comments is an overlay of the existing marina and proposed marina on an aerial photo to demonstrate the additional shading effects likely to occur. Areas immediately below the expanded dock are anticipated to experience reduced light penetration due to shading.

Refer to Initial Study Resources Section 3, Biota, for discussion regarding the biological resources at the project site. A Biological Resource Survey of the submerged land where the marina is located, including the 2,010 square feet of new dock surface area, was undertaken during the environmental review process to assess, among other issues, the presence of eelgrass and other species of special status. Refer to the Biological Resource Survey prepared by Weston Solutions, Inc. and dated August 2008, which is available for review at the County. As stated in the Biological Resource Survey, the benthos is dominated by soft-bottom habitat with little to no algal cover. If eelgrass or other species of special status were present on the site, increased shading could have an impact; however, as documented in the Biological Resource Survey and Initial Study, no eelgrass or other species of special status were detected during the dive surveys. Accordingly, the increase in area subjected to reduced light penetration is unlikely to have a significant adverse biological effect.

In addition, the MND included the following mitigation measure, also included as Mitigation Monitoring Program Mitigation No. 19, to ensure no adverse impact to biological resources:

To ensure that the project will not adversely affect eelgrass beds or result in the dissemination of invasive algae, the applicant will conduct pre-construction surveys for eelgrass no more than 60 days prior to construction and for *Caulerpa* no less than 30 days and no more than 90 days prior to construction during the period of active growth (i.e., March 1 to October 31). It is anticipated that neither species will be detected in the study area. In the unlikely event that eelgrass is detected, focused dive surveys will be performed to map

the location and area of eelgrass beds and determine turion densities within patches. Locations of beds will be mapped using a GPS unit, and areal coverage will be determined by measuring the dimensions of the beds with transect tapes. If eelgrass is detected, the following Best Management Practices (BMPs) would be implemented to minimize adverse effects to eelgrass;

- The locations of eelgrass beds will be marked with buoys by the project marine biologists prior to conducting renovations;
- The project marine biologist will meet with construction crews to show areas where eelgrass occurs and discuss BMPs;
- Vessel operation in the vicinity of eelgrass will be limited to tides higher than +2 to +4 feet mean lower low water (MLLW); and
- Vessels shall avoid anchoring over eelgrass beds.

Upon completion of dock renovations, a post-project eelgrass survey will be conducted within 30 days to evaluate impacts to eelgrass. The survey will be repeated annually for two years to quantify the extent of eelgrass loss due to shading effects as required by the Southern California Eelgrass Mitigation Policy (NMFS 1991).

If loss of eelgrass is observed at the end of the two-year monitoring period, then the applicant will be required to mitigate for losses at a ratio of 1.2 to 1 either on site or at another site within Marina del Rey.

In the unlikely event that *Caulerpa* are identified within the study area during preconstruction surveys, NMFS or CDFG contacts will be notified within 24 hours of the discovery. Within 96 hours of notification, the extent of the infestation will be documented. *Caulerpa* eradication will be performed using the best available technologies under the guidance of NMFS and CDFG contacts. Following eradication, surveys will be conducted to determine the effectiveness of treatments prior to approval of the project.

No further impact analysis is necessary.

Letter 2

**From:** Daniel Gottlieb [<mailto:daniel.gottlieb@gmail.com>] **On Behalf Of** Daniel Gottlieb **Sent:** Monday, October 12, 2009 9:25 AM **To:** Curzi, Anthony **Cc:** Santos Kreimann; [zev@bos.lacounty.gov](mailto:zev@bos.lacounty.gov) **Subject:** Notice of Intent to Adopt a Mitigated Negative Declaration for parcel 8T

Mr. Anthony Curzi  
County of Los Angeles Department of Regional Planning  
Impact Analysis Section  
320 West Temple St.  
Los Angeles CA 90012-3225

Dear Mr. Curzi,

I write this in order to demonstrate the culture of misinformation identified in Marina del Rey by Santos Kreimann.

- |   |       |
|---|-------|
| 1. The given addresses 14015 and 14035 West Tahiti Way, do not correspond to existing buildings according to the Beaches and Harbors map on their website. It looks like the project is half of a long building.  | 2 - 1 |
| 2. There is no street in Marina del Rey called West Tahiti Way.   | 2 - 2 |
| 3. There is no Parcel 8T shown on the website map.  | 2 - 3 |
| 4. The commonly used name, Bay Club, is not used in the Notice of Intent to Adopt a Mitigated Negative Declaration. This violates Section 15071(a) of the Public Resources Code. See below, ( my emphasis).   | 2 - 4 |
| 5. The Assessor Parcel maps are frequently inaccurate in the Marina. They haven't been updated in 10 years.<br>I won't bother to check if Assessor Parcel Number 4224-002-is correct.   | 2 - 5 |
| 6. The addresses in the Marina are frequently wrong. The incorrect address given for the Parking lot on Parcel A in a 1990's survey of parking lots by Crain and Associates probably led to its omission in the recent right sizing parking lot study. Parcel A does not appear on most Beaches and Harbors maps. It is however used very frequently by visitors, who come for walks along Baollona Lagoon or along the jetty, or simply to enjoy the views of the scullers and sail boats and wild life (including a whale) set in a magnificent location with view of the snow covered San Gabriel Mountains on favorable days. | 2 - 6 |
| I note that these errors are packed within the first 12 lines of the Notice. The amount of misinformation in Mdr, always considerable, has exploded since the approval of the Shores Project and the jailing of MSCII's lawyer, Richard I Fine, in March of this year.  | 2 - 7 |

Sincerely

Prof. Daniel Henry Gottlieb  
Math. Dept.  
UCLA  
Los Angeles, CA 90095-1555  
[gottlieb@math.ucla.edu](mailto:gottlieb@math.ucla.edu)



**Exhibit: Public Resources Code, Section--**

**15071. Contents**

A Negative Declaration circulated for public review shall include:

- (a) A brief description of the project, including a commonly used name for the project, if any;
- (b) The location of the project, preferably shown on a map, and the name of the project proponent;
- (c) A proposed finding that the project will not have a significant effect on the environment;
- (d) An attached copy of the Initial Study documenting reasons to support the finding; and
- (e) Mitigation measures, if any, included in the project to avoid potentially significant effects.

**Note:** Authority cited: Section 21083, Public Resources Code. Reference: Section 21080(c), Public Resources Code.

**Discussion:** The purpose of this section is to prescribe the contents of a Negative Declaration. The statute itself does not say what a Negative Declaration must contain. The contents described in this section appear to be the minimum required to meet the public participation and disclosure policies of CEQA.  
.....

Subsection (b) reflects the concept of the "Mitigated Negative Declaration" as defined in Public Resources Code section 21064.5. A Mitigated Negative Declaration is not intended to be a new kind of document. It is merely a Negative Declaration prepared in a slightly different situation. The Guidelines would continue to give Lead Agencies the option of allowing applicants to modify their projects so that the Lead Agency could make a finding that the project would not have a significant effect on the environment.

Dan Gottlieb  
3516 Via Dolce  
Marina del Rey  
CA 90292  
[gottlieb@math.purdue.edu](mailto:gottlieb@math.purdue.edu)  
(310) 301 4980

## Response to Comment Letter 2: Daniel Gottlieb

- 2-1 14015 and 14035 West Tahiti Way are the commonly-referenced mailing addresses associated with the Bay Club Marina apartments and marina. In order to ensure that the Project site is easily and appropriately identified, the Notice, MND, Initial Study, and other circulated public documents also reference several other identifying designations for the property including Assessor Parcel Number 4224-002-900, Lease Parcel 8T, Lease Number 4985, and County Project Numbers R2008-01776 and RENV200800101. The property has also been identified as 13800 Tahiti Way on County maps and surveys.

As discussed in the Notice and the Project Description made available to the public on October 8, 2009, the Project includes the renovation of 205 apartment units in two linear, three-story buildings; the renovation of an existing two-story clubhouse with attached penthouse and pool; and the replacement of 230 boat slips (plus 11 end ties) with 207 new boat slips (plus 11 end ties). The proposed reductions in slip counts are due only to changes in applicable Americans with Disabilities Act and California Department of Boating and Waterways guidelines. See Project Description.

- 2-2 While the County's official maps show the street name as Tahiti Way, 14015 and 14035 West Tahiti Way are the commonly-referenced mailing addresses associated with the Bay Club Marina apartments and marina.

See Response to Comment 2-1.

- 2-3 Parcel 8T is identified on maps incorporated into the Marina del Rey Land Use Plan, which is publicly available on the Department of Regional Planning's website, [http://planning.lacounty.gov/assets/upl/data/pd\\_marina-del-rey.pdf](http://planning.lacounty.gov/assets/upl/data/pd_marina-del-rey.pdf). A complete legal description and lease history for Parcel 8T are also available on the Department of Beaches and Harbors website at: <http://beaches.co.la.ca.us/bandh/PublicOnlineDatabase/Leases.htm>.

- 2-4 The commenter alleges that the Notice circulated on October 8, 2009, is in violation of Section 15071(a) of the Public Resources Code ("PRC"). As of the date of this response, there is no such section of the PRC.

To the extent the commenter intended to allege a violation of California Code of Regulations ("CCR") Section 15071(a), CCR Section 15071(a) states that the contents of a Negative Declaration circulated for public review shall include "A brief description of the project, including a commonly used name for the project, if any."

The Project Description attached to the MND, which was circulated to all commenting Agencies and made publicly available on October 8, 2009, references the commonly used project name, "Bay Club Marina." See Page 1 of

Project Description. In addition, the Notice, which was circulated to all commenting Agencies and interested parties, and posted at various on and off site locations, referenced the commonly used name "Bay Club Marina" in the upper right-hand corner. See Notice.

- 2-5** Assessor Parcel Number 4224-002-900 references all of Development Zone 2, identified in the Marina del Rey Land Use Plan. Development Zone 2 contains Parcel 8T, as depicted in the Marina del Rey Land Use Plan maps. 4224-002-900 is the Assessor Parcel Number associated with the Project site.

See also Responses to Comments 2-1 and 2-3.

- 2-6** This comment is noted for the record.

See also Response to Comment 2-1.

- 2-7** The Notice was prepared in accordance with regulations published in PRC Section 21092 and CCR Sections 15071 and 15072 and is in compliance with those laws.

See also Responses to Comments 2-1 through 2-6.

Letter 3

**From:** Nancy Marino [<mailto:nancy@wearemdr.com>] **Sent:** Thursday, October 08, 2009 5:41 PM **To:** Curzi, Anthony **Cc:** Nancy Marino **Subject:** Re: Notice of Intent to Adopt MND in Marina del Rey

Dear Mr. Curzi,

Regarding the proposed Bay Club redevelopment:

- |  |     |
|--|-----|
| 1) What does the "T" in the parcel designation "Parcel 8T" signify? On all county Marina maps that I have seen, the Bay Club parcel is designated only as Parcel 8. Does this project entail only a portion of Parcel 8, or has the county changed its parcel classifications?                     | 3-1 |
| 2) The notice does not indicate how many existing slips will be demolished in the redevelopment proposal. This is critical information, and the notice should be re-issued to include it. It should also be included in all other project overviews in the permitting and/or entitlements process. | 3-2 |
| 3) The notice does not include a link to supporting materials. I despair of ever finding anything on the DRP website, so please send me the materials or a direct link to same (the redesign of the Regional Planning website has made it much harder to search supporting materials for projects) | 3-3 |

Thank you for your assistance

Together,  
We ARE Marina del Rey  
*Nancy Vernon Marino*  
Co-Director  
310.490.1983  
[nancy@wearemdr.com](mailto:nancy@wearemdr.com)

P.O. Box 9096  
Marina del Rey, CA 90295

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*We ARE Marina del Rey is a project of the International Humanities Center, a nonprofit public charity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code*

**Response to Comment Letter 3: Nancy Marino, We ARE Marina del Rey**

- 3-1** The Bay Club Marina property has historically been identified as Lease Parcel 8T, as noted in the legal description approved for the Lease Parcel on August 13, 1971. This legal description is publicly available on the Department of Beaches and Harbors Website at:  
<http://beaches.co.la.ca.us/bandh/PublicOnlineDatabase/Leases.htm>.

See also Response to Comment 2-3.

- 3-2** The Notice was prepared in accordance with PRC Section 21092 and CCR Sections 15071 and 15072 and complies with those requirements.

In addition, the Initial Study and Project Description made available for public review with the Notice contain multiple references to proposed slip replacement counts and ratios. See Initial Study Sections Resources 4.a.; Resources 6.b.; Other Factors 4.a.; Other Factors 4.d.; Project Description Page 1; Project Description Page 6; and Project Description Page 8.

- 3-3** As stated in the Notice, Project materials, including the Notice, MND, Initial Study, Project Description, Mitigation Monitoring Program, Mitigation Monitoring Contract, and Land Use and Vicinity Maps were made available to the public at multiple locations throughout Marina del Rey and Los Angeles County, as well as online at the Department of Beaches and Harbors website (<http://beaches.co.la.ca.us/BandH/Main.htm>) as of October 8, 2009.

This comment is noted for the record.

Letter 4

**From:** David B - We ARE Marina del Rey [<mailto:davidb@wearemdr.com>] **Sent:** Monday, November 09, 2009 6:34 PM **To:** Curzi, Anthony **Cc:** David Barish - We ARE MdR; [nancy@wearemdr.com](mailto:nancy@wearemdr.com) **Subject:** Re: Notice of Intent to Adopt MND in Marina del Rey

Dear Mr. Curzi,

please accept the following comments for the record regarding the Notice of Intent to Adopt MND for Project #R2008-01776, Bay Club Apartments on Parcel 8 in Marina del Rey.

While We ARE Marina del Rey is not opposed to renovation of apartments versus complete tear down and rebuilds, we do have concerns about short-term construction impacts including short-term noise and air quality impacts from this project, given the number of projects in the immediate area that are scheduled to commence construction concurrently and/or overlap.

The following projects were not included with the four listed major projects in area in the Initial Study:

- Bar Harbor Apartments (Parcel 15 along Via Marina and Panay Way) which has been approved for construction
- The Shores Apartments (Parcels 100&101 on Via Marina between Panay Way and Marquesas) which has been approved for construction
- Tahiti Marina Apartments (Parcel 7) renovation of apartments which has commenced the regulatory phase
- The Venice Dual Force Main project by the City of Los Angeles along Via Marina from Marquesas to the breakwater

I do not believe the Initial study provide adequate review of the cumulative short-term construction impacts and believe only an Environmental Impact Study could properly assess such impacts on the community and of this project.

Sincerely,

David Barish Director We ARE Marina del Rey PO Box 9096 Marina del Rey, CA 90295 (310) 909-6697 [www.wearemdr.com](http://www.wearemdr.com) [davidb@wearemdr.com](mailto:davidb@wearemdr.com)

**\*\*We ARE Marina del Rey is in affiliation with International Humanities Center, a nonprofit public charity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.\*\***

4-1

#### **Response to Comment Letter 4: David Barish, We ARE Marina del Rey**

- 4-1 This comment states that We ARE Marina del Rey is not opposed to the renovation of apartments versus complete tear down and rebuilds, but has concerns about short-term construction impacts given the possible projects in the area that could commence construction concurrently and/or overlap with the Project.

Construction timeframes are subject to frequent changes, both in terms of the overall timeframe as well as use of equipment day to day; accordingly, it is not possible to precisely quantify the potential for overlapping construction impacts. Nevertheless, the Initial Study identified and considered the potential for cumulative impacts with the following major projects in the area (page 2):

- R2006-03647. Neptune Marina Parcel 10R in the northwest corner of Basin B. Proposed construction of a 400-unit apartment complex, and 174 boat slips (pending).
- R2006-03652. Neptune Marina Parcel FF, in the Southwest corner of Basin C. Proposed development of a 126-unit apartment complex (pending).
- R2006-03643 / R2006-03644. Woodfin Suite Hotel and Timeshare Resort located on parcel 9U North (proposed construction of 288 hotel and timeshare suites) and the development of a public wetland and upland park on the southern portion of Parcel 9U (pending).
- TR 067861. Nineteen story building with 136 timeshare units and 152 hotel rooms (pending) at Parcel 9U.
- TR 068098. Four condominium buildings with 216 condominium units (in same development with 262 for-lease units) (pending).

The MND concluded that with mitigation, the Project would not have the potential to have a significant effect on the environment. In addition, refer to Initial Study, Mandatory Findings of Significance, which determined that the Project would not have possible environmental effects which are cumulatively considerable, which means that the incremental effects of the Project are not considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

The commenter identifies the following four projects that were not included in the Initial Study, but which he states may commence construction concurrently and/or overlap with construction of the Project:

- Bar Harbor Apartments; Via Marina and Panay Way

- Shores Apartment, Via Marina between Panay Way and Marquesas
- Tahiti Marina Apartments
- Venice Dual Force Main, Via Marina from Marquesa to the breakwater

The Bar Harbor Apartments, located on Parcel 15 in Marina del Rey, is an apartment and marina reconstruction project. According to information provided to the County, the project is currently on hold. Construction timeframes are subject to frequent changes, both in terms of the overall timeframe as well as use of equipment day to day. It would be speculative to quantify the potential for overlapping construction impacts.

The Shores Apartments project, located on Parcels 100 and 101 in Marina del Rey, involves construction of new apartments only. According to information provided to the County, the project has been delayed due to litigation hold. Construction timeframes are subject to frequent changes, both in terms of the overall timeframe as well as use of equipment day to day. It would be speculative to quantify the potential for overlapping construction impacts.

Environmental review has commenced for apartment and other landside renovations at the Tahiti Marina Apartments located on Parcel 7 in Marina del Rey, but no applications have been submitted. Construction timeframes are subject to frequent changes, both in terms of the overall timeframe as well as use of equipment day to day. It would be speculative to quantify the potential for overlapping construction impacts.

The Venice Pumping Plan Project Dual Force Main project is a City of Los Angeles project proposing construction of a new 54-inch diameter force main sewer from the existing Venice Pumping Plant to the Coastal Interceptor Sewer in Playa del Rey. The EIR considered three primary alternative pipeline route alignments, including a route on Via Marina in Marina del Rey. The EIR also considered three construction methods: (1) cut-and-cover, (2) small-diameter micro-tunneling; and (3) large-diameter tunneling. EIR certification is pending, and the Los Angeles City Council has yet to select a route alignment or construction method(s). The expected construction duration is from December 8, 2010 to September 4, 2013; however, the project requires additional approvals and entitlements from the County, California Coastal Commission, and other agencies, and it is unclear which route alignment will ultimately be chosen. Construction timeframes are subject to frequent changes, both in terms of the overall timeframe as well as use of equipment day to day. It would be speculative to quantify the potential for overlapping construction impacts.

The Applicant anticipates that construction of the Project will commence no sooner than 2011 and be completed no sooner than 2013; however, the precise



timing of Project construction is not known and is subject to a number of factors including market conditions and obtaining the site plan approval from the County for the landside renovation portion of the Project and a Coastal Development Permit from the California Coastal Commission for the marina reconstruction portion of the Project.

### **Potential Cumulative Temporary Construction Impacts: Noise**

Refer to Initial Study Hazards Section 3, Noise (pages 12 – 13), for discussion regarding noise impacts, which were determined to be less than significant with Project mitigation. As indicated in the MND, the Project would be required to comply with the County of Los Angeles Noise Ordinance that regulates noise in order to protect the public from construction and operational noise impacts. The landside portion of the Project requires only ministerial approvals and consists of renovation to the existing improvements. The renovation of the apartments, marina reconstruction, and associated utility work would result in noise levels typical of renovation activities and minor construction: hammering, sawing, worker activity, and minor use of jackhammers to break up small areas of concrete for utility work; however, the Project would not include heavy equipment use associated with new construction such as bulldozers and scrapers. The MND recognizes pile driving as the only activity that would temporarily substantially increase noise levels in the area, and concludes that the use of noise shrouds and the relatively short duration of that activity would result in a less than significant impact. Also refer to Initial Study, Mandatory Findings of Significance, for discussion of the Project's cumulatively considerable impacts, which were determined to be less than significant with Project mitigation.

The Project, which would be completed in three phases, would require an average of 2 to 8 truck trips per day, with up to 18 truck trips per day during the approximately five weeks of demolition for each phase. The noise associated with truck activity, in general less than one truck per hour between 8:00 a.m. and 5:00 p.m., would not add significant noise impacts or cumulatively considerable impacts, including to existing traffic noise on Via Marina and surrounding streets.

As noted above and set forth in the Initial Study, the only potential substantial cumulative temporary construction impact is from noise resulting from pile driving activities associated with the marina reconstruction portion of the Project. The Initial Study states:

[T]he noise generated by pile driving associated with the boat slip renovations would temporarily substantially increase noise levels. Pile driving would occur in three phases, each phase would result in drilling 36 piles; each pile takes about 30 minutes to drill, with up to 5 piles drilled per day. Noise levels could reach as high as 105 dBA as each pile is struck. The project would use noise shrouds that would reduce noise levels about 20 dBA below this

level. Noise shrouds together with the short duration of this impact result in this impact being considered less than significant.

The marina reconstruction is anticipated to be constructed in three phases, with each phase taking three and one-half months up to six months. As described in the Initial Study, each phase would result in driving 36 piles, with each pile taking approximately 30 minutes to drive, and with up to approximately 5 piles drilled each day. Accordingly, during each construction phase, driving would occur for approximately seven to eight days for two and one-half hours per day.

As set forth in the Initial Study, the noise level could reach as high as 105 dBA at 50 feet from the pile as each pile is struck. The closest sensitive uses are residential uses on-site and located east of the marina, each approximately 100 feet from pile driving activity. Residences immediate south of Tahiti Way are approximately 200 feet from pile driving activity; however, these residences are shielded by the existing on-site apartment buildings, which act as a noise buffer. The MND included the following mitigation measure, also included as Mitigation Monitoring Program Mitigation No. 1, to ensure no adverse impact from noise:

The Project applicant shall ensure that noise shrouds are used during pile driving activities.

Exterior noise levels at the residences 100 feet from pile driving activity (including possibly live-aboard boats) with the use of shrouds would be 79 dBA, which is less than the noise level associated with typical new construction activity which at 50 feet ranges from 83 dBA to 90 dBA (and at 100 feet ranges from 77 dBA to 84 dBA). Interior noise levels would be reduced about 24 dBA compared to outdoor noise levels (10 to 15 dBA for live-aboard boats);<sup>1</sup> thus, noise levels in the closest residences could reach 55 dBA (69 dBA in the live-aboard boats) for short periods when pile driving is 100 feet away. A noise level of 55 dBA is approximately the noise level associated with a residential air conditioner at 50 feet (a noise level of 69 dBA is about the level of a human voice at 3 feet). Since construction activity would not be concentrated in one location, but would move around the site, no individual residence is anticipated to be exposed to this level of noise for more than 2.5 hours a day for a few days.

A number of residences are located more than 400 feet from pile driving activity (across Basin B) where exterior noise levels would be 67 dBA with the use of noise shrouds, and interior noise levels would be 43 dBA. An interior noise level of 43 dBA is quiet and compatible with sleeping.

As discussed above, other than pile driving, construction activity at the site would be limited and mostly confined to interior activity that would not result in substantial exterior or interior increases in ambient noise levels in the area.

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<sup>1</sup> SAE AIR 1081- 1971 House Reduction Measurements (Reaffirmed April 1991, November 2007)

In addition to noise shrouds, a number of other mitigation measures were included in the MND and Mitigation Monitoring Program to reduce potential construction noise impacts, including Mitigation Monitoring Program Mitigation No. 3 limiting the hours of construction activity:

Noisy construction activity should be restricted to between the hours of 8:00 a.m. to 5:00 p.m. in order to minimize disturbance on surrounding residences and commercial land; pile driving shall be limited to the hours between 8:00 a.m. and 4:30 p.m.

Should another construction project be underway at the same time as the Project, there is the potential for overlapping impacts. For example, if two pile driving projects were underway at the same time, the maximum impact to a residence would be an additional 3 dBA (a doubling of sound power level results in an increase of 3 dBA). This periodic incremental increase would represent a negligible increase in daily time-averaged noise metrics. It would be expected that any other construction in the area would be required to include mitigation measures similar to those for the Project. While the sudden, intermittent nature of the noise associated with pile driving could be annoying to some residents, given the short duration of pile driving activities (2.5 hours a day for seven to eight days in each of three phases spread over 12 to 18 months) and the limited nature of other construction activity associated with the Project, the Project would not represent a cumulatively considerable contribution to a cumulative construction noise impact in the area.

Noise levels associated with construction of the Project would be typical of construction in the area, would be of short duration, and would not be cumulatively considerable.

#### **Potential Cumulative Temporary Construction Impacts: Air Quality**

Refer to Initial Study Resources Section 2, Air Quality (pages 16 – 18), for discussion regarding air quality impacts, which were determined to be less than significant with project mitigation.

The landside portion of the Project requires only ministerial approvals and consists of renovation to the existing improvements. It does not involve new construction. The renovation is primarily interior renovations of the apartment buildings and clubhouse, although the exterior of the buildings will also be upgraded. The landside renovation portion of the project would not involve the use of heavy construction equipment typically associated with significant air quality impacts such as bulldozers and other earth moving equipment. The landside renovation is not anticipated to result in significant air quality impacts or cumulatively considerable impacts.

The Project would require an average of 2 to 8 truck trips per day with up to 18 truck trips per day during the approximately five weeks of demolition for each phase.

As discussed in the Initial Study (pages 16 – 17), the emissions associated with truck activity would not result in a potentially significant air quality impact or a cumulatively considerable contribution to a cumulative impact, including on Via Marina and surrounding streets.

In addition to truck activity, the Project would include only one large piece of construction equipment (the pile driver) that would not add substantially to the emissions from the trucks. Construction emissions would be partially offset by reduced boat and associated activity on-site during Project renovation and construction activities.

Project construction activity would be significantly less than construction activity associated with new construction of apartments.

Project emissions would be well below the SCAQMD significance thresholds, as shown in the table below (the numbers in the table do not account for decreased boat and other activity on the site during project construction). The SCAQMD thresholds are used to determine project specific impacts, and they are also used to determine whether a project could result in a cumulatively considerable contribution to a cumulative air quality impact. Since the Project emissions would be well below the threshold for each criteria pollutant, the Project would neither result in a project specific impact nor in a cumulatively considerable contribution to a cumulative impact.

#### **Construction Significance Thresholds**

<b>Pollutant</b>	<b>Regional Threshold (pounds per day)</b>	<b>Peak Project Emissions During Demolition (pounds per day)<sup>2</sup></b>
Nitrogen Oxides (NO <sub>x</sub> )	100	20.81
Volatile Organic Compounds (VOC)	75	1.89
Particulate Matter (PM <sub>10</sub> )	150	3.04
Particulate Matter (PM <sub>2.5</sub> )	55	1.26
Oxides of Sulfur (SO <sub>x</sub> )	150	0.02
Carbon Monoxide (CO)	550	9.24

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<sup>2</sup> To be conservative, the analysis assumes 9 round truck trips per day (18 one-way trips), 50 miles per round trip; 5 hours of a drill/pile driver per day and 5 hours of an excavator or similar piece of equipment per day.

Since the project would result in the long-term reduction of apartment units and boats on-site, operational emissions would decrease and there would be a beneficial impact on air quality in the long term.

## **Corrections**

### **Slip Configuration Correction**

The County and Applicant have identified minor corrections to the existing Marina boat slip configuration from the existing slip configuration circulated with the Mitigated Negative Declaration and Initial Study. Specifically, the Mitigated Negative Declaration and Initial Study identified twenty-one 33-foot slips in the Marina; there are currently sixteen 33-foot slips in the Marina. The Mitigated Negative Declaration and Initial Study identified one 34-foot slip in the Marina; there are currently no 34-foot slips in the Marina. The Mitigated Negative Declaration and Initial Study identified seventy-six 35-foot slips in the Marina; there are currently eighty-one 35-foot slips in the Marina. With these corrections, the average length of slips in the Marina increases from 34.38 feet to 34.47 feet. These minor corrections are not substantial. These corrections will be reflected in the final Mitigated Negative Declaration. The total number of existing boat slips (230 plus 11 end ties) and the total number of proposed boat slips (207 plus 11 end ties) remains the same. The proposed reductions in slip counts are due only to changes in applicable Americans with Disabilities Act and California Department of Boating and Waterways guidelines.

	Estimate	DR, (%)
Painting Deck Area	22,600 SF	8.4% labor
Finishing Deck ADA	4,884 SF	
Deck Total	27,484 SF	2.3% trans.
Concrete Slab	424 SF	
Concrete ADA, Pool Platform	6 SF	
Sub Total	430 SF	14.4% trans.
Grand Total	33,202 SF	2.8% labor

### SHADING AREA COMPARISONS

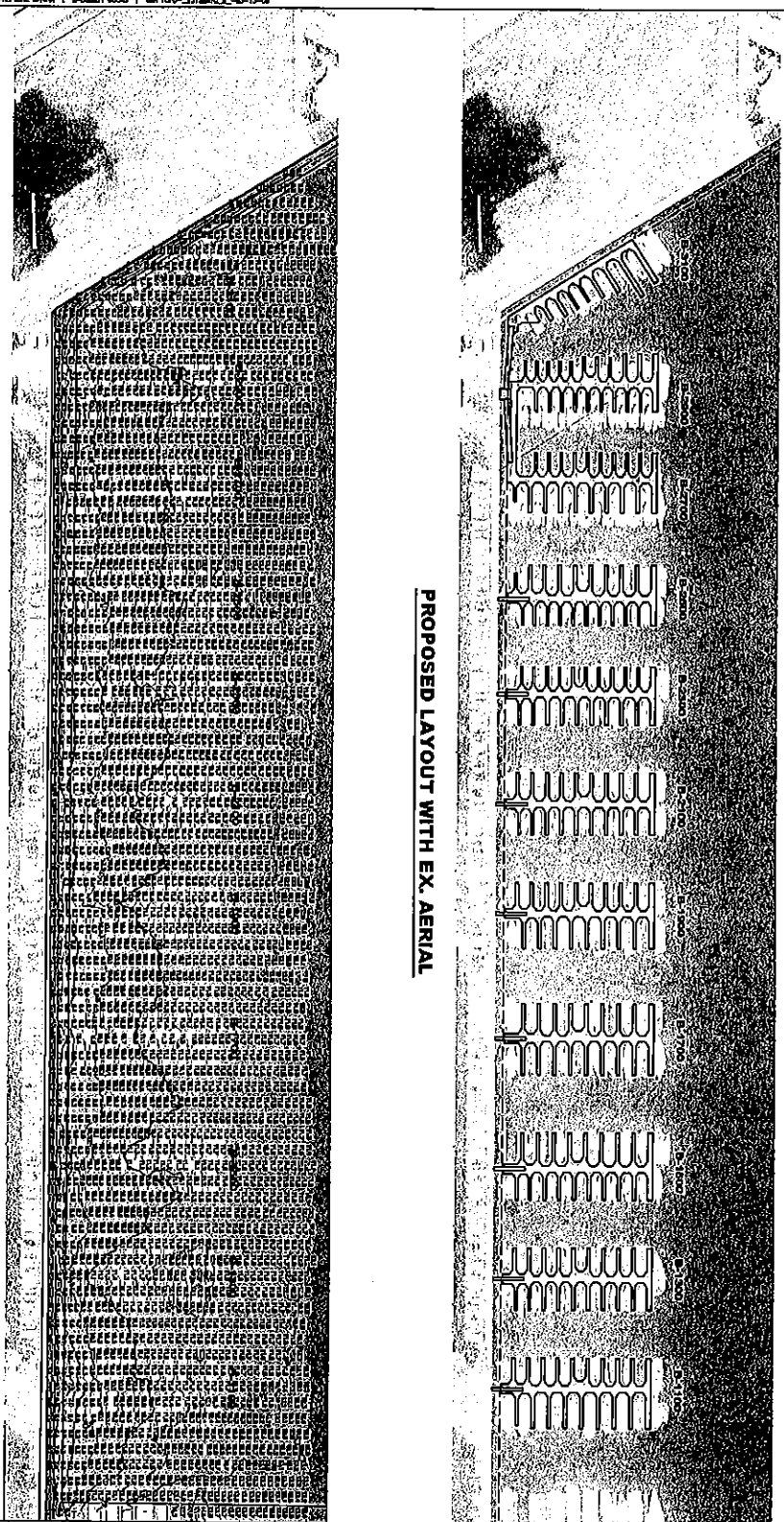
## THE BAY CLUB MARINA

## EX. AERIAL WITH SOUNDINGS

Datum: MILLW



## Decron Properties



**PROPOSED LAYOUT WITH EX. AERIAL**

## ATTACHMENT C



**OPTION TO AMEND LEASE AGREEMENT  
(PARCEL 8T)**

THIS OPTION TO AMEND LEASE AGREEMENT ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF LOS ANGELES ("**County**") and NF MARINA LP, a California limited partnership ("**Lessee**").

**R E C I T A L S**

A. County and Vadim P. Kondratief dba V.P.K. Investment & Development Company (the "**Original Lessee**"), entered into Lease No. 4985, dated October 4, 1961, as amended (the "**Existing Lease**"), regarding the lease from County of certain real property in the Marina del Rey Small Craft Harbor now commonly known as Parcel No. 8T, as more particularly described in the Existing Lease (the "**Premises**").

B. Lessee is the current successor-in-interest to the Original Lessee's right, title and interest as lessee under the Existing Lease.

C. The term of the Existing Lease is currently scheduled to expire on June 7, 2021.

D. Lessee has requested County, and County is willing, to grant Lessee an option to extend the term of the Existing Lease through June 7, 2051, in accordance with and subject to the terms and provisions of this Agreement.

**A G R E E M E N T**

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

1. Grant of Option. County hereby grants to Lessee an option (the "**Option**") to extend the term of the Existing Lease through June 7, 2051 (the "**Extended Expiration Date**"). If the Option is exercised by Lessee in accordance with the terms and provisions of this Agreement, such extension of the Existing Lease shall be consummated by the parties' execution and delivery of an Amended and Restated Lease Agreement in the form attached to this Agreement as Exhibit A (the "**Restated Lease**").

2. Option Term. The term of the Option (the "**Option Term**") shall commence on the date of this Agreement and expire on that date (the "**Option Expiration Date**") that is the earlier of (a) forty-five (45) days following the date of the satisfaction of the conditions to the exercise of the Option set forth in clauses (iv), (v) and (vi) of the first paragraph of Section 3 below, or (b) the first (1<sup>st</sup>) anniversary of the date of this Agreement (the date set forth in this clause (b) is referred to herein as the "**Outside Date**").

3. Exercise of Option. The Option shall be exercisable by Lessee only by strict satisfaction on or before the Option Expiration Date of the following terms and conditions: (i) Lessee shall notify County in writing of its exercise of the Option; (ii) Lessee shall

accompany the notice described in the preceding clause (i) with Lessee's (A) execution and delivery to County of the Restated Lease with any blank or bracketed terms set forth in Exhibit A completed in accordance with the terms and provisions of this Agreement, and (B) payment of the amount, if any, by which the Security Deposit required under Article 7 of the Restated Lease exceeds the amount of the security deposit then maintained by Lessee with County pursuant to Section 7 of the Existing Lease; (iii) as of the date of Lessee's delivery of the notice described in clause (i) above Lessee shall not be in material breach or default of any term or provision of the Existing Lease, after notice from County and the expiration of any applicable cure period thereunder; (iv) the Entitlement Conditions (as defined below) shall have been satisfied and as of the date of Lessee's exercise of the Option shall continue to be satisfied; (v) Lessee shall have provided County satisfactory evidence of having obtained commitments for the "Project Financing" (as defined below); and (vi) the Director of the Department of Beaches and Harbors of the County ("**Director**") shall have approved all plans, specifications and other materials for the Redevelopment Work required to be submitted to Director pursuant to Section 5.3 of this Agreement.

Upon Lessee's proper and timely exercise of the Option, County shall execute and deliver the Restated Lease not later than forty-five (45) days following the date of Lessee's exercise of the Option. The Effective Date of the Restated Lease (as defined in the Restated Lease) shall be the date the Restated Lease is executed and delivered by County, which date shall be inserted into page 1 of the Restated Lease concurrent with County's execution and delivery thereof. If Lessee's construction financing for the Redevelopment Work is in a position to close within the above forty-five (45) day period, County agrees to cooperate with Lessee to effectuate a concurrent closing of such construction financing and County's delivery of the Restated Lease such that the Effective Date of the Restated Lease is the same as the date of the close of Lessee's construction financing; provided, however, in no event shall County be required to delay the execution and delivery of the Restated Lease beyond the foregoing forty-five (45) day period if Lessee's construction financing is not in a position to close within such period. In connection with Lessee's construction financing, County agrees to cooperate with regard to the execution and delivery by County of a ground lessor estoppel certificate with respect to the Restated Lease, on such terms and in such form as acceptable to County.

For purposes hereof, the "**Entitlement Conditions**" shall mean the following conditions: (a) Lessee shall have received all discretionary planning, zoning and other entitlement approvals required to be obtained from governmental authorities for the construction of the Redevelopment Work, including without limitation, approvals required by the Design Control Board, Department of Regional Planning, County Board of Supervisors (if applicable) and the California Coastal Commission (the "**Entitlements**"), (b) any appeal period to contest the issuance of the Entitlements shall have lapsed, and (c) there shall be no legal action or proceeding pending to appeal or contest the issuance of the Entitlements or to enjoin or restrain the performance of the Redevelopment Work. For purposes of this Agreement, the "Redevelopment Work" shall have the meaning given such term in Section 5.1 of the Restated Lease.

For purposes hereof, the "**Project Financing**" shall mean a construction loan and a commitment for permanent financing, from an institutional lender or lenders, at an interest rate or rates, and on terms that are commercially reasonable, in amounts that when combined with Lessee's equity will provide sufficient funds to complete the Redevelopment Work, all as approved by Director in accordance with Section 12.1 of the Restated Lease.

4. Option Fee. In consideration of County's grant of the Option to Lessee, Lessee shall pay to County concurrent with Lessee's execution of this Agreement the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Option Fee**"). The Option Fee shall be non-refundable except in the case of a termination of this Agreement due to a County Default (as defined in Section 9.2 below) under this Agreement.

5. Entitlements and Plan Preparation During Option Term.

5.1 Obtaining Entitlements. Prior to the date of this Agreement Lessee has obtained a portion of the Entitlements required for the Redevelopment Work. Lessee agrees to use its diligent efforts to obtain all remaining Entitlements and to satisfy the Entitlement Conditions as soon as reasonably possible following the date of this Agreement.

5.2 County Cooperation. In its proprietary capacity, the Department of Beaches and Harbors of the County of Los Angeles (the "**Department**") shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the remaining Entitlements. Such cooperative efforts may include the Department's joinder in any application for the Entitlements where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding the foregoing, Lessee and County acknowledge that (a) the approvals given by County under this Agreement or the Restated Lease shall be approvals pursuant to its authority under Sections 25907 and 25536 of the California Government Code and given in its proprietary capacity; (b) any approvals given under this Agreement or the Restated Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of the Redevelopment Work and operation and other use of the Premises; and (c) the Department's duty to cooperate and County's approvals under this Agreement or the Restated Lease do not in any way modify or limit the exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Agreement or the Restated Lease.

5.3 Plans and Specifications for Redevelopment Work. The Redevelopment Work shall be constructed by Lessee in accordance with and subject to the terms and provisions of Article 5 of the Restated Lease. The requirements of Article 5 of the Restated Lease include, without limitation, the obligation of Lessee to prepare and submit to the Director for the Director's approval certain plans, specifications, construction cost estimates and other materials pertaining to the Redevelopment Work, as set forth in more detail in Section 5.3 of the Restated Lease. The procedure for the preparation, submittal and approval of the plans, specifications, construction cost estimates and other materials shall generally proceed in accordance with the terms and provisions of the Restated Lease, except that during the period commencing on the date of this Agreement and expiring on the earlier of Lessee's exercise of the Option or the Option Expiration Date, Lessee shall prepare and submit to Director for Director's approval, any portions of the plans, specifications and other materials described in Section 5.3 of the Restated Lease that are required to be submitted to governmental authorities (including the County, the Design Control Board and the California Coastal Commission) in connection with Lessee's applications for or receipt of the Entitlements for the Redevelopment Work. Lessee shall accompany such plans, specifications and other materials with the construction cost

estimates described in Section 5.3 of the Restated Lease, as applicable. The standards and time periods for Director's review and approval of the materials submitted by Lessee pursuant to this Section 5.3 shall be in accordance with the terms and provisions of Section 5.3 of the Restated Lease, which terms and provisions are hereby incorporated into this Agreement by reference. Such plans, specifications and other materials shall be prepared and submitted to Director by Lessee in accordance with a schedule which shall facilitate Lessee's satisfaction of all conditions precedent to the exercise of the Option on or before the Option Expiration Date. In addition to the plans, specifications and materials required to be submitted by Lessee to Director pursuant to this Section 5.3, Lessee shall have the right, at its election, but not the obligation, to deliver to Director, for Director's approval, additional plans, specifications and materials pertaining to the Redevelopment Work. Director shall notify Lessee of its approval or disapproval of such additional plans, specifications and materials within the time frames and in accordance with the requirements of Section 5.3 of the Restated Lease. Notwithstanding the foregoing, County acknowledges that prior to the date of this Agreement Director has reviewed and approved the schematic plans and narrative description of the Redevelopment Work required under Subsection 5.3.1 of the Restated Lease. Such approved schematic plans and narrative description of the Redevelopment Work are set forth or referenced in the Renovation Plan attached as Exhibit B to the Restated Lease.

6. Delay in Exercise of Option.

6.1 Delay in Receipt of Entitlements. If Lessee submits all applications for the remaining Entitlements on a timely basis and diligently and continuously processes such applications for Entitlements as soon as reasonably possible after the date of this Agreement, but despite such efforts Lessee is unable to obtain the remaining Entitlements prior to the first (1<sup>st</sup>) anniversary of the date of this Agreement, then the Director may, in the exercise of its reasonable discretion, grant Lessee one or more extensions of the Outside Date. Any such extension shall be limited to the period required for Lessee's receipt of the remaining Entitlements assuming the diligent and continuous prosecution by Lessee of the applications for such Entitlements as soon as reasonably possible thereafter, and in no event shall such extensions, in the aggregate, extend beyond the second (2<sup>nd</sup>) anniversary of the date of this Agreement. If Director shall determine not to grant Lessee an extension as provided above, then Lessee shall have the right, within thirty (30) days following Director's denial, to submit a written request to the Board of Supervisors of County to reconsider such denial by the Director.

Director shall have no discretion or obligation to extend the Outside Date under this Section 6.1 at any time during which there is an uncured Lessee Breach (as defined in Section 9.1 below) under this Agreement and County has provided Lessee with written notice of such Lessee Breach, or at any time during which there is an uncured event of default under Section 21.A. of the Existing Lease. Lessee shall notify the Department of any delay incurred by Lessee in the receipt of the remaining Entitlements with reasonable promptness following Lessee first becoming aware of the delay. If Lessee desires to have the Outside Date extended pursuant to this Section 6.1, then Lessee must deliver written notice to Director of its request for the extension not later than thirty (30) days prior to the Outside Date, as such date may have been previously extended; provided, however, that if the basis for the extension does not arise until later than thirty (30) days prior to the Outside Date, then Lessee shall be required to deliver its written request for the extension promptly following its discovery of the basis for the requested extension.

6.2 Contest Delay Prior to Receipt of Entitlements. If as of the Outside Date (as the Outside Date may have been extended pursuant to Section 6.1 above) the Entitlements have not been received (i) because the Redevelopment Work is the subject of a pending proceeding or litigation brought by a third party to contest or appeal the issuance of the Entitlements or to enjoin or restrain the performance of the Redevelopment Work, or (ii) because of a moratorium, temporary restraining order, injunction or other court order which prohibits the issuance of the Entitlements for the Redevelopment Work and all other similar marina adjacent projects in Marina del Rey, then as long as Lessee continues to diligently prosecute or pursue the defense or removal of such proceeding, litigation, moratorium or court order, the Option Expiration Date shall be extended until not later than forty-five (45) days following the date that such proceeding, litigation, moratorium or court order is resolved in favor of the validity of the Entitlements (with no further right of appeal); provided, however, in no event shall the Option Expiration Date be extended beyond the third (3<sup>rd</sup>) anniversary of the date of this Agreement. Lessee shall not be required to pay County a fee for any extension of the Option Expiration Date pursuant to this Section 6.2. Notwithstanding any contrary provision hereof, in no event shall the Option Expiration Date be extended at any time during which there is an uncured Lessee Default under this Agreement or at any time during which there is an uncured event of default under Section 21.A. of the Existing Lease.

6.3 Contest Delay After Receipt of Entitlements. If Lessee obtains the Entitlements on or before the Outside Date (as the Outside Date may have been extended pursuant to Section 6.1 or 6.2 above), but the issuance of such Entitlements is contested by appeal or litigation brought by a third party, then upon the written request of Lessee, and provided that Lessee continues to use its diligent efforts to contest the appeal or litigation, Director shall extend the Option Expiration Date until forty-five (45) days after a final order or decision on such appeal or litigation is issued or such appeal or litigation is dismissed or otherwise resolved; provided, however, in no event shall the Option Expiration Date be extended beyond the third (3<sup>rd</sup>) anniversary of the date of this Agreement. For purposes of Section 6.2 above and this Section 6.3, a “**third party**” shall mean any person or entity other than (a) Lessee or any person or entity with any direct or indirect interest in Lessee, or (b) the governmental agency, commission, board or other instrumentality that issued (or has been requested to issue) the Entitlement that is the subject of the appeal or litigation. Lessee shall not be required to pay to County a fee for any extension of the Option Expiration Date pursuant to this Section 6.3. Notwithstanding any contrary provision hereof, in no event shall the Option Expiration Date be extended at any time during which there is an uncured Lessee Default under this Agreement or at any time during which there is an uncured event of default under Section 21.A. of the Existing Lease.

6.4 Delay For Unreasonable Financial Market Condition. Lessee shall use good faith, diligent efforts to obtain the Project Financing prior to the Option Expiration Date. Commencing not later than four (4) months prior to the expected Option Expiration Date set forth in Section 2 of this Agreement (without extension pursuant to Section 6 of this Agreement) and continuing every sixty (60) days thereafter (or more often in response to written (including electronic mail) inquiry by the Department, but not more often than monthly) until the Option is exercised, Lessee shall inform Director of Lessee’s efforts to obtain, and the status of, the Project Financing. If Lessee is unable to obtain a commitment (or commitments) for the Project Financing by not later than two (2) months prior to the expected Option Expiration Date, or, if after receipt of such commitment, such commitment is withdrawn or Lessee is unable to

satisfy the requirements for funding, then Lessee shall provide written notice to Director of such occurrence (the “**Financing Delay Notice**”). In the case of the inability to obtain a commitment (or commitments) for the Project Financing by not later than two (2) months prior to the expected Option Expiration Date, Lessee must deliver the Financing Delay Notice not later than two (2) months prior to the expected Option Expiration Date. In the case of the withdrawal or inability to satisfy the requirements for funding of a commitment, Lessee must deliver the Financing Delay notice not later than three (3) business days after such commitment is withdrawn or Lessee become aware of the inability to satisfy the requirements for the funding of such commitment. The Financing Delay Notice shall include a description of Lessee’s efforts to obtain the Project Financing and the status of those efforts, including any potential financing sources and the terms and requirements applicable to any such potential financing sources. If (a) Lessee has satisfied the Entitlement Conditions and the condition set forth in clause (vi) of the first paragraph of Section 3 of this Agreement, but has been unable to obtain Project Financing; (b) Lessee provides the Financing Delay Notice on a timely basis as provided above, (c) Lessee has exercised, and thereafter continues to exercise, its good faith, diligent efforts to obtain the Project Financing, and keeps the Department apprised of such efforts as provided above, (d) Lessee continues to be unable to obtain the Project Financing by the expected Option Expiration Date (as otherwise extended under this Agreement), and (e) the reason for Lessee’s inability to obtain the Project Financing is the continued existence of an Unreasonable Financial Market Condition (as defined below), then the Option Expiration Date shall be extended until Lessee obtains the Project Financing, as long as the conditions set forth in clauses (a) through (e) of this sentence continue to be applicable during such period of delay. Notwithstanding the foregoing, in no event shall the Option Expiration Date be extended beyond the third (3<sup>rd</sup>) anniversary of the date of this Agreement.

For purposes of this Agreement, “**Unreasonable Financial Market Condition**” means an industry-wide commercially adverse condition, beyond Lessee’s reasonable control, in the Los Angeles metropolitan area real estate construction and permanent financing markets for projects that include the construction or substantial rehabilitation of luxury rental housing units, such that, notwithstanding Lessee’s exercise of good faith, diligent efforts, Lessee has been unable to secure Project Financing satisfying the Financing Criterion (as defined below) and it would have been unlikely that other developers could have obtained such Project Financing. For purposes hereof, the “**Financing Criterion**” mean construction and permanent financing on the following terms: (v) the lender is an institutional lender; (w) a loan to value ratio that is not required by the lender to be less than 65%; (x) with respect to construction financing, a completion guaranty is required from an entity with a net worth that is not required by the lender to exceed 3 times the total construction costs; (y) with respect to permanent financing, the loan is non-recourse subject to industry standard non-recourse carve-outs that are guaranteed by an entity with a net worth that is not required by the lender to exceed 3 times the amount of the loan; and (z) that is otherwise on commercially reasonable terms and is approved by County pursuant to Section 12.1 of the Restated Lease. There shall be no extension of the Option Expiration Date pursuant to this Section 6.4 unless Lessee demonstrates to the reasonable satisfaction of the Director that the requirements for such extension set forth herein have been met, including the occurrences, conditions or circumstances that constitute an Unreasonable Financial Market Condition. If Lessee and the Director are unable to resolve any dispute as to (i) whether an Unreasonable Financial Market Condition exists, (ii) whether the other requirements for an extension of the Option Expiration Date under this Section 6.4 have been satisfied, or (iii)

the duration of the extension to which Lessee is entitled, then the dispute shall be arbitrated pursuant to the same arbitration of disputes provision as set forth in Article 16 of the Restated Lease. Notwithstanding any contrary provision hereof, in no event shall the Option Expiration Date be extended at any time during which there is an uncured Lessee Default under this Agreement or at any time during which there is an uncured event of default under Section 21.A. of the Existing Lease.

7. Non-Exercise Lease Amendment. If Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date), then (a) the Option shall automatically terminate, and (b) the Existing Lease shall be considered to be automatically amended effective as of the Option Expiration Date (the **"Effective Amendment Date"**) as follows (the **"Non-Exercise Amendment"**):

(i) amend and restate Section 18 of the Existing Lease in full in accordance with Sections 2.2 and 2.3 of the Restated Lease;

(ii) add Article 16 of the Restated Lease to the Existing Lease, and amend Section 15 of the Existing Lease to provide for the determination and resolution of square foot and percentage rental adjustments under Section 15 of the Existing Lease in accordance with the terms, provisions and procedures set forth in Subsections 4.4.2 through 4.4.5 and Article 16 of the Restated Lease (for purposes hereof, all references in such Subsections 4.4.2 through 4.4.5 to (I) "Renegotiation Date" shall mean and refer to each respective date on which the 10-year square foot and percentage rental adjustments are to be effective under Section 15 of the Existing Lease; (II) "Fair Market Rental Value" shall mean and refer to the fair market value referenced in Section 15 of the Existing Lease; and (III) "Annual Minimum Rent" and "Percentage Rent" shall mean and refer to the square foot and percentage rentals referenced in the Existing Lease);

(iii) amend and restate Sections 22A and 22C of the Existing Lease in full in accordance with Sections 11.1, 11.2 (excepting Subsections 11.2.4 and 11.2.5) and 11.3 of the Restated Lease;

(iv) add the last four (4) sentences of Section 4.5 of the Restated Lease to the Existing Lease;

(v) amend and restate Section 7 of the Existing Lease in full in accordance with Article 7 of the Restated Lease, except that all references to Section 10.4 shall be changed to Article 35;

(vi) amend Sections 26 and 27 of the Existing Lease to adjust the amount and scope of commercial general liability, automobile liability, garagekeeper's legal liability, workers compensation and employer's liability insurance coverage required to be carried by Lessee to equal the amounts and coverages set forth in Subsections 9.1.1, 9.1.2 and 9.1.3 of the Restated Lease, to add to Section 26 of the Existing Lease the provisions of Subsection 9.1.7 of the Restated Lease, and to add to Section 26 of the Existing Lease the provisions of Section 9.6 of the Restated Lease;

(vii) amend and restate Sections 8 and 10 of the Existing Lease in accordance with Sections 5.3, 5.4, 5.7, 5.8, 5.9 and 5.10 of the Restated Lease, except that all references to the "Redevelopment Work" shall be deleted and the terms and conditions of such Sections shall be applicable only to "Alterations;"

(viii) amend and restate Sections 30, 31 and 32 of the Existing Lease in full in accordance with Article 14 of the Restated Lease, except that all references in Article 14 of the Lease to "Net Proceeds Share," "Net Refinancing Proceeds" and "Permitted Capital Expenditures" shall be deleted; and

(ix) incorporate into the Existing Lease the definitions of capitalized terms used in the Restated Lease to the extent such terms are used in this Non-Exercise Amendment pursuant to clauses (i) through (viii) above.

For purposes of the Non-Exercise Amendment, all references in the Restated Lease to the "Effective Date" shall mean and refer to the Effective Amendment Date set forth above. Within thirty (30) days after request by County, County and Lessee shall execute and deliver a written document confirming the modifications to the Existing Lease set forth in this Section 7, but neither the failure of County to request, nor the parties' failure to execute, such written document shall affect the Non-Exercise Amendment, which in all events shall become automatically effective as of the Option Expiration Date if Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date) other than due to a County Default under this Agreement or a breach that will become a County Default if County does not cure such breach within thirty (30) days.

8. County Costs. Regardless of whether Lessee exercises the Option, within thirty (30) days after written request from County, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by County in the review, negotiation, preparation and documentation of the Restated Lease, this Agreement and the term sheets and memoranda that preceded this Agreement.

9. Definitions of Breaches and Defaults.

9.1 For purposes of this Agreement, a "**Lessee Breach**" means a failure of Lessee to perform or comply with any material obligation or covenant of Lessee under this Agreement. For purposes of this Agreement, a "**Lessee Default**" means Lessee's failure to cure a Lessee Breach within (a) ten (10) days after Lessee's receipt of written notice from County in the case of the payment of money, or (b) within thirty (30) days after Lessee's receipt of written notice from County in the case of any other obligation or covenant of Lessee under this Agreement; provided, however, that if the nature of the Lessee Breach under this clause (b) is such that it cannot with reasonable diligence be cured within thirty (30) days, then the cure period set forth in this clause (b) shall be extended for such additional period as reasonably required for the cure of the Lessee Breach as long as Lessee commences cure of the Lessee Breach within thirty (30) days after Lessee's receipt of written notice from County and diligently prosecutes such cure to completion.

9.2 For purposes of this Agreement, a "**County Default**" means a breach by County of any material obligation or covenant of County under this Agreement and



County's failure to cure such breach within thirty (30) days after County's receipt of written notice from Lessee; provided, however, that if the nature of the County breach is such that it cannot with reasonable diligence be cured within thirty (30) days, then the thirty (30) day cure period shall be extended for such additional period as reasonably required for the cure by County of the breach as long as County commences cure of the breach within thirty (30) days after County's receipt of written notice from Lessee and diligently prosecutes such cure to completion.

10. Miscellaneous.

10.1 Time is of the Essence. Time is of the essence of this Agreement, including, without limitation, with respect to all times, restrictions, conditions and limitations set forth herein.

10.2 Waivers. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or provision of this Agreement, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or provisions of this Agreement be construed to in any manner change the terms hereof or estop that party from enforcing the full provisions hereof.

10.3 Notices. All notices required or permitted to be given under this Agreement shall be given in accordance with the terms and provisions of Section 15.10 of the Restated Lease.

10.4 Captions. The captions contained in this Agreement are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Agreement.

10.5 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation, attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party.

10.6 No Assignment. Lessee shall have no right to assign or transfer its rights or obligations under this Agreement to any other person or entity, without the express written consent of County, which consent may be withheld by County in its sole and absolute discretion. Notwithstanding the foregoing, Lessee shall have the right to assign all of its rights and interest under this Agreement to an assignee that acquires all of Lessee's rights and interest under the Existing Lease pursuant to an assignment of the Existing Lease that is either (a) approved by County in accordance with the terms and provisions of the Existing Lease, or (b) does not require County's approval under the Existing Lease, if applicable.

10.7 Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof, and supercedes any

and all agreements, understandings and representations made prior hereto with respect to such matters.

10.8 Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against the other.

10.9 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

10.10 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall represent an original of this Agreement and all such counterparts shall collectively constitute one fully-executed document.

10.11 Successors and Assigns. Subject to Section 10.6 above, the rights and obligations of the parties under this Agreement shall be binding upon the parties' respective successors and assigns.

10.12 Exhibits. Exhibit A attached to this Agreement is hereby expressly incorporated herein by reference.

10.13 Representation Regarding Existing Encumbrances. Lessee represents and warrants to County that as of the date of this Agreement there are no deeds of trust, mortgages or other security interests that encumber Lessee's interest in the Existing Lease or the Premises other than the "Deed of Trust" referenced in the Lender Consent attached to this Agreement. The grant of the Option set herein is contingent upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution by the beneficiary of such Deed of Trust and delivery to County of such executed Lender Consent concurrent with the execution and delivery of this Agreement by Lessee and County.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the day and year first written above.

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
ACTING COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

THE COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

NF MARINA LP, a California limited  
partnership

By: NFM LLC, a California limited  
liability company, its General Partner

By: \_\_\_\_\_  
Jack Nagel, Managing Member

ATTEST:

SACHI A. HAMAI,  
Executive Officer of the Board  
of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: \_\_\_\_\_

**LENDER CONSENT**

The undersigned represents that it is the current beneficiary under that certain [Deed of Trust With Assignment of Rents dated \_\_\_\_\_, and recorded in the Official Records of Los Angeles County, California on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ (the "**Deed of Trust**"). As such beneficiary the undersigned hereby consents to the foregoing Option to Amend Lease Agreement and agrees that the Deed of Trust is subject and subordinate to such Option to Amend Lease Agreement.

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_